

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346532

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                           |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                           |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>        |
| Paula Bixel   |  | 05/01/2015            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | Gilt Groupe, Inc.                                  |                       |                           |
| <b>Street Address:</b>  | 2 Park Avenue                                      |                       |                           |
| <b>City:</b>  | New York   |                       |                           |
| <b>State/Country:</b>   | NEW YORK   |                       |                           |
| <b>Postal Code:</b>   | 10016  |                       |                           |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                           |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Serial Number:</b>   | 85586626   | GILT                  |                           |
| <b>Serial Number:</b>   | 85588617   | GILT JEWELRY          |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  |  |                       |                           |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                           |
| <b>Phone:</b>   | (646) 524-9514                                     |                       |                           |
| <b>Email:</b>   | trademarks@gilt.com                                |                       |                           |
| <b>Correspondent Name:</b>  | Jennifer Sloan                                     |                       |                           |
| <b>Address Line 1:</b>  | 2 Park Avenue                                      |                       |                           |
| <b>Address Line 2:</b>  | 5th floor  |                       |                           |
| <b>Address Line 4:</b>  | New York, NEW YORK 10016                           |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Jennifer Sloan                                     |                       |                           |
| <b>SIGNATURE:</b>   | /jsloan/   |                       |                           |
| <b>DATE SIGNED:</b>   | 07/01/2015   |                       |                           |
| <b>Total Attachments: 2</b>   |  |                       |                           |
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| source=Bixel TM Assignment#page2.tif  |  |                       |                           |

OP \$65.00 85586626

## ASSIGNMENT OF TRADEMARK AND DOMAIN NAME RIGHTS

### Background

- A. WHEREAS, Gilt Inc., an Oregon corporation with its principal place of business in Portland, Oregon and Paula Bixel, an individual and resident of Oregon, (collectively, "Assignor"), are the owner and exclusive licensee, respectively, of a family of marks, with a date of first use in commerce in September of 1994, that incorporate or comprise the word "gilt" for use on and in connection with jewelry and related accessories, and the manufacture, distribution, promotion, advertising, and sale thereof, including (i) trademark registrations for GILT and GILT JEWELRY in Oregon (Nos. 42258 and 42259) and Washington (Nos. 55304 and 55322) (the "Bixel Registrations"); (ii) trademark applications in the United States Patent and Trademark Office for marks incorporating or comprising the term Gilt, including Application Serial No. 85/586,626 (GILT); Application Serial No. 85/588,617 (GILT JEWELRY); Application Serial No. 85/830,637 (GILT VINTAGE JEWELRY) and Application Serial No. 85/830,632 (GILT VINTAGE) (the "Bixel Applications"); (iii) any and all common law uses that in any way incorporate "gilt" on the products and services listed above; (iv) the business name Gilt, Inc. or Gilt, LLC, (the "Bixel Company Name"); and (v) the domain name "www.giltjewelry.com" (the "Bixel Domain Name"), all of which are collectively referred to herein as the "Bixel Marks." "
- B. WHEREAS, Gilt Groupe, Inc. ("Assignee"), a Delaware corporation with its principal place of business in New York, New York, desires to acquire all of Assignor's worldwide right, title and interest in and to the Bixel Marks, all goodwill and common law rights associated therewith, and Assignor desires to assign the same to Assignee.

### Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Assignor irrevocably conveys, assigns and transfers to Assignee and its successors and assigns forever without any restrictions, limitations or reservations, as fully and entirely as the same would have been enjoyed by the Assignor if this Assignment had not been made, and Assignee hereby accepts the conveyance, assignment and transfer from Assignor of, (i) all right, title and interest in and to the Bixel Marks (with the exception of Application Serial No. 85/830,637 for GILT VINTAGE JEWELRY, and Application Serial No. 85/830,632 for GILT VINTAGE, which are separately disposed of below) including any common law rights, and all rights of priority thereto and renewals thereof, and all good will associated therewith and symbolized thereby; (ii) all past, present and future claims, counterclaims, credits, causes of actions, choses in actions, rights of recovery and rights of setoff against any person, together with the right at law or in equity to sue for infringement, unauthorized use or other violation of the Bixel Marks the right to collect any resulting damages, lost profits, legal fees and costs; and (iii) all income, royalties or payments now or hereafter due or payable with respect to the Bixel Marks.
2. Domain Name Assignment. Effective October 31, 2016, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Bixel Domain Name. Assignor shall take all necessary steps to complete the transfer of the Bixel Domain Name to Assignee,

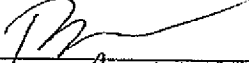
including without limitation providing transfer authorization codes and approving any transfer requests initiated by Assignee and received by Assignor or its agents.

3. Withdrawal of Certain Bixel Applications. Assignor will expressly abandon Application Serial No. 85/830,637 for GILT VINTAGE JEWELRY, and Application Serial No. 85/830,632 for GILT VINTAGE, within three (3) business days of execution of this Agreement.

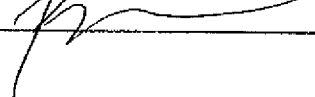
4. Incorporation of WHEREAS Clauses. The prefatory language in the WHEREAS clauses of this Agreement are a part of this Agreement and are not mere recitations.

Signed this 1st day of May, 2015


GILT, INC.

By:   
Name: PAULA BIXEL  
Title: PRESIDENT

PAULA BIXEL

By: 

GILT GROUPE, INC.

By:   
Name: Kathy Leo  
Title: Chief Legal & People Officer