TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gilt City, Inc.		04/29/2016	Corporation: DELAWARE
Gilt Groupe, Inc.		04/29/2016	Corporation: DELAWARE
Gilt City		04/29/2016	Private Unlimited Company: IRELAND
Gilt Global Trading & Procurement Company		04/29/2016	Private Unlimited Company: IRELAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main St., 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Registration Number:	4110262	CITY UNLISTED
Registration Number:	4142146	CITY UNLISTED
Registration Number:	4151528	GILT CITY
Registration Number:	4074349	THE INDEX
Registration Number:	4852010	16 ELLIOT WAY
Registration Number:	4761499	16 ELLIOT WAY
Registration Number:	4795982	808 HOME
Registration Number:	4795983	808 HOME
Registration Number:	4795984	808 HOME
Registration Number:	4795985	808 HOME
Registration Number:	4795986	808 HOME
Registration Number:	4313941	ALEX + ALEX
Registration Number:	4523537	ATWELL
Registration Number:	4377102	AVA & AIDEN
Registration Number:	4685699	AVA & AIDEN

OP $2465.00 4110262

Property Type	Number	Word Mark
Registration Number:	4543892	AVALEIGH
Registration Number:	4313852	BARROW & GROVE
Registration Number:	4347511	BEST SOCIETY
Registration Number:	4444613	CLAPHAM
Registration Number:	4408153	DARTMOOR
Registration Number:	4397332	EDEN & ESME
Registration Number:	4621535	EIGHTEEN68
Registration Number:	4522484	ELORIE
Registration Number:	4437635	ELORIE
Registration Number:	4705064	EZZER KEZZER
Registration Number:	4350963	FIRTH
Registration Number:	4335758	GEMMA CRUS
Registration Number:	4073370	GILT
Registration Number:	3680404	GILT GROUPE
Registration Number:	4302871	GILT INSIDER
Registration Number:	3920768	GILT MAN
Registration Number:	3998817	GILT MAN
Registration Number:	3967967	GILT MANUAL
Registration Number:	4073413	GILT NOIR
Registration Number:	4076359	GILT TASTE
Registration Number:	4733391	HEWSON
Registration Number:	4642752	HEWSON
Registration Number:	4654479	HEWSON
Registration Number:	4654480	HEWSON
Registration Number:	4654481	HEWSON
Registration Number:	4478948	HUDSON ENGINEERING
Registration Number:	4705028	JAKE & RIVINGTON
Registration Number:	4713722	KAMI MATERNITY
Registration Number:	4668581	KIP & LOLA
Registration Number:	4682799	KIP & LOLA
Registration Number:	4325202	KNK
Registration Number:	4328996	KNK
Registration Number:	4538768	L'ENFANT LUNE
Registration Number:	4518121	LITTLE GILT
Registration Number:	4396738	LITTLE GILT
Registration Number:	4541520	LITTLE INSPIRATIONS
Registration Number:	4299048	MAIDEN LANE
Registration Number:	4712944	MARABELLE

Property Type	Number	Word Mark
Registration Number:	4512807	MCCARREN & SONS
Registration Number:	4656971	MILLBURN CO.
Registration Number:	4335906	MONCOLLET
Registration Number:	4713026	NEAR NORTH CLOTHIERS
Registration Number:	4682427	NICK POINT
Registration Number:	4126860	PARK & BOND
Registration Number:	4656937	PETITS MARCHEURS
Registration Number:	4923246	PIXIE GREY
Registration Number:	4672722	POPPYLARK
Registration Number:	4905547	PURE NAVY
Registration Number:	4498505	RENVY
Registration Number:	4930665	RUSSELL PARK
Registration Number:	4401491	SCOUT & ADLER
Registration Number:	4455480	SEA BLEU
Registration Number:	3938921	SHOP LIKE A GUY DRESS LIKE A MAN
Registration Number:	4752278	SHORE LEAVE
Registration Number:	4752940	STONE & ASTER
Registration Number:	4752937	STONE & ASTER
Registration Number:	4339890	WALL + WATER
Registration Number:	4339712	WYTHE NY
Registration Number:	4350915	ZOE & SAM
Registration Number:	3944992	BUYWITHME
Registration Number:	3845298	BUYWITHME
Registration Number:	4062902	BUYWITHTHREE
Registration Number:	3933501	LET'S GET IT, TOGETHER
Registration Number:	3978490	DECORATI
Serial Number:	86110114	ALEX + ALEX
Serial Number:	85742511	DECK DEPARTMENT
Serial Number:	86371003	FIFTH CITY
Serial Number:	85586626	GILT
Serial Number:	86871177	GILT
Serial Number:	85792774	GILT FREEFALL
Serial Number:	85588617	GILT JEWELRY
Serial Number:	86849557	GILT TRAVEL
Serial Number:	85902753	MILLBURN CO.
Serial Number:	86746238	PARK & BOND
Serial Number:	85958695	POINTS. PERKS. PRESTIGE.
Serial Number:	86221900	SPARROW LAKE

Property Type	Number	Word Mark
Serial Number:	86221874	SPARROW LAKE
Serial Number:	86221859	SPARROW LAKE
Serial Number:	86221847	SPARROW LAKE
Serial Number:	86221346	STONE & ASTER
Serial Number:	86221321	STONE & ASTER
Serial Number:	86220659	STONE & ASTER
Serial Number:	86397723	WIDDLE FEET

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 8007130755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/02/2016

Total Attachments: 9

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Gilt City, Inc.; 2. Gilt Groupe, Inc.; 3, Gilt City;
4. Gilt Global Trading & Procurement Company

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. & 2. - Delaware
☒ Other Private Unlimited Company- Ireland - 3. & 4.

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main St., 14th Floor

City: Dallas

State: TX

Country: USA Zip: 75202

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 29, 2016

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.530

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 98

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature: Doris Ka

Date: April 29, 2016

Name of Person Signing: Doris Ka, Legal Assistant

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENTAL U.S. TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL U.S. TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "**Supplemental Trademark Security Agreement**") is made by the Persons (as hereinafter defined) listed on the signature pages hereof (the "**Grantors**") in favor of Bank of America, N.A. as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article 10 of the Credit Agreement or otherwise, the "**Collateral Agent**) for the benefit of the holders of the Secured Obligations (as such term is defined in the Security Agreement (as defined below)).

WHEREAS, the Grantors own, or in the case of licenses, are a party to, the Trademark Collateral (as defined below);

WHEREAS, Hudson's Bay Company (the "**Borrower**"), the Guarantors (as defined therein), the Lenders (as defined therein) and Bank of America, N.A., as Administrative Agent, are parties to a Term Loan Credit Agreement dated as of September 30, 2015, as amended by Amendment No.1, dated as of January 29, 2016 (as it may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "**Credit Agreement**");

WHEREAS, the Grantors, the other Guarantors that are U.S. Subsidiaries and the Collateral Agent are parties to a U.S. Security Agreement dated as of September 30, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "**Security Agreement**") to, among other things, secure the obligations of the Credit Parties under the Credit Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property (as such term is defined in the Security Agreement) of the Grantor to the Collateral Agent for the benefit of the holders of the Secured Obligations, and has agreed as a condition thereof to execute this Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "**USPTO**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, any and all right, title and interest of such Grantor in, to and under all of each Grantor's Trademarks referred to on Schedule 1 hereto, including all claims for, and rights to sue for, past or future infringements of any of the foregoing and all income, royalties, damages and payments now or hereafter due or payable

with respect to any of the foregoing, including damages and payments for past or future infringements thereof (all of the foregoing items or types of property being herein collectively referred to as the "**Trademark Collateral**").

SECTION 3. Recordation. This Supplemental Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of, among other things, recording the grant of security interest herein with the USPTO. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplemental Trademark Security Agreement.

SECTION 4. Relationship to Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Miscellaneous. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Supplemental Trademark Security Agreement to produce or account for more than one such counterpart. This Supplemental Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Supplemental Trademark Security Agreement (including, without limitation, any claims sounding in contract law or tort law arising out of the subject matter hereof) shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Supplemental Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29th day of April, 2016.

GILT CITY, INC.
GILT GROUPE, INC.

By: _____

Name: David Pickwoad

Title: Secretary

GIVEN under the COMMON SEAL of

GILT CITY

in the presence of:

(Director / Authorised Person)

(Director /Secretary/ Authorised Person)

GIVEN under the COMMON SEAL of

GILT GLOBAL TRADING & PROCUREMENT COMPANY

in the presence of:

(Director / Authorised Person)

(Director /Secretary/ Authorised Person)

Acknowledged:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Rosanne Parsill
Title: Vice President

Schedule 1
to Supplemental Trademark
Security Agreement

TRADEMARK REGISTRATIONS

Owner	Trademark	Reg. No.
Gilt City, Inc.	CITY UNLISTED	4110262
Gilt City, Inc.	CITY UNLISTED	4142146
Gilt City, Inc.	GILT CITY	4151528
Gilt City, Inc.	THE INDEX	4074349
Gilt Groupe, Inc.	16 ELLIOT WAY	4852010
Gilt Groupe, Inc.	16 ELLIOT WAY	4761499
Gilt Groupe, Inc.	808 HOME	4795982
Gilt Groupe, Inc.	808 HOME	4795983
Gilt Groupe, Inc.	808 HOME	4795984
Gilt Groupe, Inc.	808 HOME	4795985
Gilt Groupe, Inc.	808 HOME	4795986
Gilt Groupe, Inc.	ALEX + ALEX	4313941
Gilt Groupe, Inc.	ATWELL	4523537
Gilt Groupe, Inc.	AVA & AIDEN	4377102
Gilt Groupe, Inc.	AVA & AIDEN	4685699
Gilt Groupe, Inc.	AVALEIGH	4543892
Gilt Groupe, Inc.	BARROW & GROVE	4313852
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Gilt Groupe, Inc.	CLAPHAM	4444613
Gilt Groupe, Inc.	DARTMOOR	4408153
Gilt Groupe, Inc.	EDEN & ESME	4397332
Gilt Groupe, Inc.	EIGHTEEN68	4621535
Gilt Groupe, Inc.	ELORIE	4522484
Gilt Groupe, Inc.	ELORIE	4437635
Gilt Groupe, Inc.	EZZER KEZZER	4705064
Gilt Groupe, Inc.	FIRTH	4350963
Gilt Groupe, Inc.	GEMMA CRUS	4335758
Gilt Groupe, Inc.	GILT	4073370
Gilt Groupe, Inc.	GILT GROUPE	3680404
Gilt Groupe, Inc.	GILT INSIDER	4302871
Gilt Groupe, Inc.	GILT MAN	3920768
Gilt Groupe, Inc.	GILT MAN	3998817
Gilt Groupe, Inc.	GILT MANUAL	3967967
Gilt Groupe, Inc.	GILT NOIR	4073413
Gilt Groupe, Inc.	GILT TASTE	4076359
Gilt Groupe, Inc.	HEWSON	4733391
Gilt Groupe, Inc.	HEWSON	4642752
Gilt Groupe, Inc.	HEWSON	4654479

Owner	Trademark	Reg. No.
Gilt Groupe, Inc.	HEWSON	4654480
Gilt Groupe, Inc.	HEWSON	4654481
Gilt Groupe, Inc.	HUDSON ENGINEERING	4478948
Gilt Groupe, Inc.	JAKE & RIVINGTON	4705028
Gilt Groupe, Inc.	KAMI MATERNITY	4713722
Gilt Groupe, Inc.	KIP & LOLA	4668581
Gilt Groupe, Inc.	KIP & LOLA	4682799
Gilt Groupe, Inc.	KNK	4325202
Gilt Groupe, Inc.	KNK	4328996
Gilt Groupe, Inc.	L'ENFANT LUNE	4538768
Gilt Groupe, Inc.	LITTLE GILT	4518121
Gilt Groupe, Inc.	LITTLE GILT	4396738
Gilt Groupe, Inc.	LITTLE INSPIRATIONS	4541520
Gilt Groupe, Inc.	MAIDEN LANE	4299048
Gilt Groupe, Inc.	MARABELLE	4712944
Gilt Groupe, Inc.	MCCARREN & SONS	4512807
Gilt Groupe, Inc.	MILLBURN CO.	4656971
Gilt Groupe, Inc.	MONCOLLET	4335906
Gilt Groupe, Inc.	NEAR NORTH CLOTHIERS	4713026
Gilt Groupe, Inc.	NICK POINT	4682427
Gilt Groupe, Inc.	PARK & BOND	4126860
Gilt Groupe, Inc.	PETITS MARCHEURS	4656937
Gilt Groupe, Inc.	PIXIE GREY	4923246
Gilt Groupe, Inc.	POPPYLARK	4672722
Gilt Groupe, Inc.	PURE NAVY	4905547
Gilt Groupe, Inc.	RENVY	4498505
Gilt Groupe, Inc.	RUSSELL PARK	4930665
Gilt Groupe, Inc.	SCOUT & ADLER	4401491
Gilt Groupe, Inc.	SEA BLEU	4455480
Gilt Groupe, Inc.	SHOP LIKE A GUY DRESS LIKE A MAN	3938921
Gilt Groupe, Inc.	SHORE LEAVE	4752278
Gilt Groupe, Inc.	STONE & ASTER	4752940
Gilt Groupe, Inc.	STONE & ASTER	4752937
Gilt Groupe, Inc.	WALL + WATER	4339890
Gilt Groupe, Inc.	WYTHE NY	4339712
Gilt Groupe, Inc.	ZOE & SAM	4350915
Gilt City	BUYWITHME	3944992
Gilt City	BUYWITHME	3845298
Gilt City	BUYWITHTHREE	4062902
Gilt City	LET'S GET IT, TOGETHER	3933501
Gilt Global Trading & Procurement Company	DECORATI	3978490

TRADEMARK APPLICATIONS

Owner	Trademark	Appl. No.
Gilt Groupe, Inc.	ALEX + ALEX	86110114
Gilt Groupe, Inc.	DECK DEPARTMENT	85742511
Gilt Groupe, Inc.	FIFTH CITY	86371003
Gilt Groupe, Inc.	GILT	85586626
Gilt Groupe, Inc.	GILT	86871177
Gilt Groupe, Inc.	GILT FREEFALL	85792774
Gilt Groupe, Inc.	GILT JEWELRY	85588617
Gilt Groupe, Inc.	GILT TRAVEL	86849557
Gilt Groupe, Inc.	MILLBURN CO.	85902753
Gilt Groupe, Inc.	PARK & BOND	86746238
Gilt Groupe, Inc.	POINTS. PERKS. PRESTIGE.	85958695
Gilt Groupe, Inc.	SPARROW LAKE	86221900
Gilt Groupe, Inc.	SPARROW LAKE	86221874
Gilt Groupe, Inc.	SPARROW LAKE	86221859
Gilt Groupe, Inc.	SPARROW LAKE	86221847
Gilt Groupe, Inc.	STONE & ASTER	86221346
Gilt Groupe, Inc.	STONE & ASTER	86221321
Gilt Groupe, Inc.	STONE & ASTER	86220659
Gilt Groupe, Inc.	WIDDLE FEET	86397723