

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in United States Trademarks
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		07/09/2018	Bank: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Gilt City, Inc.
<b>Street Address:</b>	225 Liberty Street, 31st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10281
<b>Entity Type:</b>	Corporation: DELAWARE
<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>Name:</b>	Gilt City
<b>Street Address:</b>	Hamilton House
<b>Internal Address:</b>	National Technology Park, Plassey. Co.
<b>City:</b>	Limerick
<b>State/Country:</b>	IRELAND
<b>Entity Type:</b>	Company: IRELAND

## PROPERTY NUMBERS Total: 34

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4444613	CLAPHAM
Registration Number:	4408153	DARTMOOR
Registration Number:	4621535	EIGHTEEN68
Registration Number:	4335758	GEMMA CRUS
Registration Number:	4073370	GILT
Registration Number:	4302871	GILT INSIDER
Registration Number:	3920768	GILT MAN
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:	4325202	KNK
Registration Number:	4328996	KNK
Registration Number:	4518121	LITTLE GILT
Registration Number:	4396738	LITTLE GILT
Registration Number:	4541520	LITTLE INSPIRATIONS
Registration Number:	4682427	NICK POINT
Registration Number:	4656937	PETITS MARCHEURS
Registration Number:	4923246	PIXIE GREY
Registration Number:	4672722	POPPYLARK
Registration Number:	4062902	BUYWITHTHREE
Serial Number:	85586626	GILT
Serial Number:	86871177	GILT
Serial Number:	85588617	GILT JEWELRY
Serial Number:	86849557	GILT TRAVEL

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

**ATTORNEY DOCKET NUMBER:** 011558-0107

<b>NAME OF SUBMITTER:</b>	Carolyn Himmelfarb
<b>SIGNATURE:</b>	/Carolyn Himmelfarb/
<b>DATE SIGNED:</b>	07/09/2018
<b>Total Attachments: 4</b> source=Partial Release of Security Interest in Trademarks#page1.tif source=Partial Release of Security Interest in Trademarks#page2.tif source=Partial Release of Security Interest in Trademarks#page3.tif source=Partial Release of Security Interest in Trademarks#page4.tif	

## PARTIAL RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Release”), dated as of July 9, 2018 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as collateral agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of September 30, 2015, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Supplemental U.S. Trademark Security Agreement, dated as of April 29, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 2, 2016 at Reel/Frame 5782/0001;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement (the “Released Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Collateral under the Trademark Security Agreements, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Bank of America, N.A. as Collateral Agent**

By: \_\_\_\_\_

Name: Henry Pennell  
Title: Vice President

**GRANTORS:**

Gilt City, Inc.  
Gilt Groupe, Inc.  
Gilt City Unlimited Company  
Gilt Global Trading & Procurement Company  
Unlimited Company

**SCHEDULE A**

**Partial Release of Trademark Security Agreement recorded May 2, 2016 at Reel/Frame 5782/0001**

**TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Reg. No.</b>
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.	CLAPHAM	4444613
Gilt Groupe, Inc.	DARTMOOR	4408153
Gilt Groupe, Inc.	EIGHTEEN68	4621535
Gilt Groupe, Inc.	GEMMA CRUS	4335758
Gilt Groupe, Inc.	GILT	4073370
Gilt Groupe, Inc.	GILT INSIDER	4302871
Gilt Groupe, Inc.	GILT MAN	3920768
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
Gilt Groupe, Inc.	HEWSON	4654480
Gilt Groupe, Inc.	HEWSON	4654481
Gilt Groupe, Inc.	KAMI MATERNITY	4713722
Gilt Groupe, Inc.	KNK	4325202
Gilt Groupe, Inc.	KNK	4328996
Gilt Groupe, Inc.	LITTLE GILT	4518121
Gilt Groupe, Inc.	LITTLE GILT	4396738
Gilt Groupe, Inc.	LITTLE INSPIRATIONS	4541520
Gilt Groupe, Inc.	NICK POINT	4682427
Gilt Groupe, Inc.	PETITS MARCHEURS	4656937
Gilt Groupe, Inc.	PIXIE GREY	4923246
Gilt Groupe, Inc.	POPPYLARK	4672722
Gilt City	BUYWITHTHREE	4062902

**TRADEMARK APPLICATIONS AS OF APRIL 29, 2016**

<b>Owner</b>	<b>Trademark</b>	<b>Appl. No.</b>
Gilt Groupe, Inc.	GILT	85586626
Gilt Groupe, Inc.	GILT	86871177
Gilt Groupe, Inc.	GILT JEWELRY	85588617

<b>Owner</b>	<b>Trademark</b>	<b>Appl. No.</b>
Gilt Groupe, Inc.	GILT TRAVEL	86849557