



## TRADEMARK SECURITY AGREEMENT

WHEREAS, VALUE AMERICA, INC., a Virginia corporation (“Grantor”) owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as October 14, 1998 (as said Agreement may be amended and in effect from time to time, the “Security Agreement”), between Grantor and Union Labor Life Insurance Company, acting on behalf of its Separate Account P (“Grantee”), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Guaranteed Obligations as defined in the Guaranty;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_\_ day of October, 1998.

VALUE AMERICA, INC.,  
a Virginia corporation

By: Dean M. Johnson

Name: Dean M. Johnson

Title: EVA CFO

Acknowledged:

UNION LABOR LIFE INSURANCE COMPANY,  
acting on behalf of its Separate Account P

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Virginia )  
 ) ss.  
COUNTY OF Albemarle )

On October 17, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Dean M. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the VP & CFO of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

Sandra J. Watson  
Notary Public

(Seal)

My commission expires:

December 31, 1998

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_\_\_\_ day of October, 1998.

VALUE AMERICA, INC.,  
a Virginia corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

UNION LABOR LIFE INSURANCE COMPANY,  
acting on behalf of its Separate Account P

By: Herbert C. Canapary

Name: Herbert C. Canapary

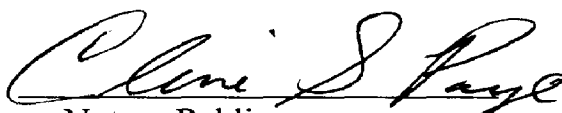
Title: Vice President

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
District of Columbia ) ss.  
COUNTY OF \_\_\_\_\_ )

On October 17<sup>th</sup>, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Herbert C. Canary, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

  
Notary Public

(Seal)

My commission expires:

Cleve S. Paige  
Notary Public District of Columbia  
My Comm. Expires: June 14, 1999

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Date</u>	<u>First Use</u>
Value America The Living Store! (and design)	Service Mark For: Providing telecommunications connection to global computer networks including hosting and connectivity via telephony, coaxial and/or digital satellite, in class 38 (U.S. Cls. 100, 101, and 104)	2,138,287	2/24/98	12/7/95
VALUE AMERICA	Service Mark For: Retail and wholesale distributorships featuring a wide variety of consumer products rendered by means of global computer communications networks featuring interactive data base programming and multimedia product demonstrations in class 35 (U.S. Cls. 100, 101, and 104)	2,141,860	3/10/98	12/7/95
VALUE AMERICA	Service Mark For: Providing telecommunications connection to global computer networks including hosting and connectivity via telephony, coaxial and/or digital satellite, in class 38 (U.S. Cls. 100, 101, and 104)	2,098,957	9/23/98	12/7/95



TRADEMARK APPLICATIONS

<u>Service Mark</u>	<u>Serial Number</u>
VALUE AMERICA DOWN THE HALL NOT DOWN THE STREET	75-421594
VALUE AMERICA THE WORLD'S BEST STORE	75-413967
VALUE AMERICA THE ULTIMATE SUPER STORE	75-413966
VALUE AMERICA THE RETAIL REVOLUTION	75-413963
VALUE AMERICA THE FUTURE OF RETAILING	75-413603
VALUE AMERICA THE LIVING STORE	75-143137*

\* Matured to an issued registration

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
TRADEMARK ASSIGNMENT	Stephen S. Freedman and the Grantor	3/9/98 — Filed with the Assignment Branch of the United States Patent & Trademark Office on 7/17/97