



12-01-1999

Department of Commerce
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RADEMARK

11-23-1999



U.S. Patent & TMO/TM Mail

101209240

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Document ID #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

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City

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- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

11/30/1999 DNGUYEN 00000300 75421594

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01 FC:481
02 FC:482

40.00 OP
200.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 001994 FRAME: 0317

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-421594"/>	<input type="text" value="75-413967"/>	<input type="text" value="75-413966"/>
<input type="text" value="75-413963"/>	<input type="text" value="75-13603"/>	<input type="text" value="75-143137"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,138,287"/>	<input type="text" value="2,141,860"/>	<input type="text" value="2,098,957"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE

11-19-99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This Trademark Security Agreement Termination and Release (this "Termination") is made as of this 23rd day of June, 1999, by The Union Labor Life Insurance Company, acting on behalf of its Separate Account P ("ULLICO"), with a principal place of business at 111 Massachusetts Avenue, N.W., Washington, D.C. 20001.

R E C I T A L S

A. Pursuant to the Trademark Security Agreement dated October 14, 1998 (the "Security Agreement") between ULLICO and Value America, Inc., a Virginia corporation ("Value America"), Value America granted to ULLICO a continuing security interest in all Trademark Collateral, as defined in the Security Agreement, including without limitation the trademarks, trademark licenses, service marks, designs, logos, registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill symbolized thereby, and all rights and proceeds relating thereto.

B. ULLICO desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ULLICO does hereby covenant and agree as follows:

1. The Security Agreement, and ULLICO's security interest in the Trademark Collateral (including without limitation the trademarks, trademark licences, service marks, designs, logos, registrations and applications for registration listed in Exhibit A attached hereto, together with the goodwill symbolized thereby, and all rights and proceeds relating thereto), are hereby terminated and released.

2. ULLICO represents and warrants that it has the power and authority to execute this Termination.

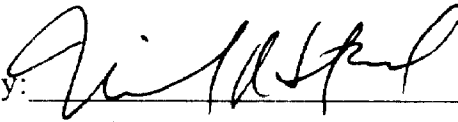
3. ULLICO represents and warrants that it has not assigned, transferred, restricted or otherwise encumbered its security interest in the Trademark Collateral. ULLICO further represents and warrants that it has not recorded its security interest with respect to any trademark, trademark licences, service mark, logo, design, registration or application of Value America in any state or territory of any foreign country or any political subdivision thereof.

4. ULLICO hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination. ULLICO also hereby irrevocably appoints Value America as its agent and attorney-in-fact, whose power is expressly coupled with an interest, to act in ULLICO's name and on ULLICO's behalf to take any action necessary to effect the purposes of this Termination.

5. This Termination shall be governed by and construed in accordance with the laws of the State of Virginia.

IN WITNESS WHEREOF, ULLICO has duly executed this Termination as of the day and year first above written.

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

By: 

Name: MICHAEL R. STEED

Title: Senior U-P Insurance

DISTRICT OF COLUMBIA)
City of Washington)
COUNTY OF Washington) ss.

On June 23, 1999, before me, the undersigned, personally appeared Michael R. Steed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lavonya B. Williams
Notary public in and for said
County and State

(SEAL)

Lavonya R. Williams
Notary Public, District of Columbia
My Commission Expires November 14, 2003

EXHIBIT A

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