

03/23/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101328590
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

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

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

04/21/2000 DCDATES 00000117 75585337

01 FC:481
02 FC:482

40.00 DP
50.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002056 FRAME: 0441

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="75/585,337"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,309,087"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/585,331"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<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.

Michael L. Dever

Name of Person Signing

Signature

3/23/00

Date Signed

GRANT OF SECURITY
INTEREST IN TRADEMARKS,
SERVICEMARKS AND TRADENAMES

WHEREAS, JUSTBALLS.COM, INC., a Delaware corporation, having its principal place of business at 4478 Route 27, Kingston, New Jersey 08528 (the "Company"), is the owner of the entire right, title and interest in and to the trademarks, servicemarks and tradenames listed on Schedule A annexed hereto and made a part hereof (the "Trademark Collateral"); and

WHEREAS, pursuant to the provisions of a Rider to VentureStart Loan and Security Agreement of even date herewith (the "Security Agreement") between the Company and PNC Bank, National Association (the "Bank"), the Company has granted to the Bank a security interest in and to certain assets of the Company; and

WHEREAS, pursuant to the provisions of the Security Agreement, the Company is obligated to grant to the Bank a security interest in and to, among other things, the Trademark Collateral in order to secure the payment and performance of the Obligations, as such term is defined in the Security Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm the security interest granted under the Security Agreement and intending that this Grant shall be recorded in the United States Patent and Trademark Office, the Company does hereby grant to the Bank a security interest in all of its rights, title and interest in and to the Trademark Collateral, including all the goodwill of the Company associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (hereinafter collectively referred to as "TRADEMARK RIGHTS").

The Company warrants and represents to the Bank that it is the true and lawful exclusive owner of the TRADEMARK RIGHTS and the interests herein granted; that it has full power and authority to make the within grant; that except as set forth in the Schedule to VentureStart Loan and Security Agreement of even date herewith between the Company and the Bank, it has no notice of any suits or actions commenced or threatened against it with reference to the TRADEMARK RIGHTS or the interests granted herein; and that all interests granted herein are so granted free from all liens, charges and encumbrances of every kind and character.

The within grant to the Bank and all rights and privileges granted to the Bank hereunder are made by the Company in furtherance of the provisions of the Security Agreement and in confirmation of the security interest granted thereunder and as security for all Obligations, as such terms is defined in the Security Agreement. Upon the occurrence of an Event of Default under any Loan Documents (as such term is defined in the Security Agreement), the Bank shall have the right to take and use the TRADEMARK RIGHTS; and, in the event of the occurrence of such Event of Default, the Company shall, at the request of the Bank, execute such other further documents that the Bank may request to further confirm this and to transfer to the Bank

ownership of the TRADEMARK RIGHTS in the United States Patent and Trademark Office and elsewhere, all without further consideration to the Company.

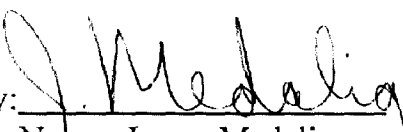
The security interest herein granted shall terminate contemporaneously with the Security Agreement.

The parties hereto shall have the rights and remedies of a secured party and debtor, respectively, under the Uniform Commercial Code.

This Grant shall be binding upon the Company and shall inure to the benefit of the Bank and its respective successors and assigns.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its authorized officer and its corporate seal to be hereunto affixed as of this 14th day of March, 2000.

JUSTBALLS.COM, INC.

By: 

Name: James Medalia

Title: President

[SEAL]

STATE OF NEW JERSEY)

) s.s.:

COUNTY OF MIDDLESEX)

On the 17th day of March, 2000 before me personally came James Medalia, to me known, who, being by me duly sworn, did depose and say that he is the President of JustBalls.com, Inc. described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of such corporation; that is was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Cheryl M. Kelley
Notary Public

CHERYL M. KELLEY
A Notary Public of New Jersey
My Commission Expires Sept. 22, 2004
I.D. #33166

**SCHEDULE A TO GRANT OF SECURITY INTERESTS IN TRADEMARKS,
SERVICEMARKS, AND TRADENAMES TO SECURITY AGREEMENT -
TRADEMARKS**

JustBalls.com, Inc. - Registered Trademarks and ITU Applications for which
an Amendment to Allege Use or Statement of Use Has Been Accepted

Registration/ Serial No.	Mark	Registration/ Filing Date	Country
2309087	BY THE BALL!	1/18/2000	U.S.

JustBalls.com, Inc. - Pending Use Trademark Applications

Serial No.	Mark	Filing Date	Country
75-585337	THE BALL AUTHORITY	11/9/98	U.S.
75-585331	JUSTBALLS	11/9/98	U.S.

JustBalls.com, Inc. - Pending Foreign Trademark Applications

Application No.	Mark	Filing Date	Country

(133922-4)