

05-02-2000



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*MFD*  
*4.26.00*

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

**Conveying Party(ies)**

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)     
City State/Country Zip Code

- Individual
  - Corporation
  - Other
  - General Partnership
  - Association
  - Limited Partnership
- 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 is attached. (Designation must be a separate document from Assignment.)
- Citizenship/State of Incorporation/Organization

05/03/2000 JJALLAH2 00000054 2327273  
01 FC:481 40.00 OP

**FOR OFFICER 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. 202301**

**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

(212)940-8584

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:**  
Federal Research Corporation  
400 Seventh St., N.W., Suite 100  
Washington, DC 20004

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

# 8

**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="2.327.273"/>	<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"/>	<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.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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.

ArtSelect, Inc.

Name of Person Signing

By: *JO ROBERT J. WIUN*  
COO Signature *Robert J. Wiun*

4/17/00

Date

## SECURITY AGREEMENT

### DEBTOR:

Name: ArtSelect, Inc.  
Address: 300 West Lowe Street  
Fairfield, Iowa 52556  
Attention: Paul Tarnoff and Robert Winn

### SECURED PARTY:

Name: Pequot Private Equity Fund II, L.P.  
Address: 500 Nyala Farm Road  
Westport, CT 06880  
Attention: David J. Malat and Carol Holley

1. In consideration of the loan made today by Secured Party to Debtor in the principal amount of One Million Dollars (\$1,000,000) (the "Loan"), as evidenced by that certain Secured Negotiable Convertible Promissory Note, dated the date hereof, made payable by Debtor to the order Secured Party in such principal amount (the "Note"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the repayment of the Loan and the prompt and complete payment, performance and observance by the Debtor of all of its other liabilities and obligations under the Note and this Security Agreement, Debtor hereby irrevocably and unconditionally grants, pledges and assigns to the Secured Party a first priority security interest in all of the Debtor's right and title and interest in and to all personal property of Debtor, tangible and intangible, of every kind, nature and description, whether now owned or hereafter acquired or arising and however acquired or arising, whether or not now contemplated, anticipated or foreseeable and wherever located, and whether described under one or more of the below clauses and whether or not subject to the Uniform Commercial Codes (collectively, the "Collateral"):

- (a) all tangible personal property of every kind and description, including, without limitation, (i) all machinery and equipment, electrical and electronic components, fixtures, furniture, vehicles, trailers, implements and all other goods of like kind or type, and (ii) all inventory, including, all merchandise, raw materials, components, parts, supplies, unfinished goods, work-in-progress, finished products intended for sale, lease or other disposition, packing and shipping and all other goods of like kind or type;
- (b) all "accounts" (as that term is defined in the Uniform Commercial Code) and all other rights to payment for goods sold or leased, or services performed or rendered;
- (c) all "general intangibles" (as that term is defined in the Uniform Commercial Code), and all other non-tangible assets however defined, including all rights to payment not consisting of accounts, an all contract rights, intellectual property, goodwill, claims (including tax claims), judgments, licenses, franchises, trade names, trade marks, logos and trade secrets, designs, patents, copyrights and like property, whether

registered or not and including all pending applications and other filings with respect to the same;

- (d) all deposits, cash, cash equivalents and all drafts, checks, certificates of deposit, notes, bills of exchange, other like instruments, securities or chattel paper constituting or evidencing rights to payment of money;
- (e) all "investment property", including all "securities" (whether certificated or uncertificated) and other "financial assets", "securities accounts", "commodities" and "commodities accounts", in each case as defined in the Uniform Commercial Code or otherwise, and all entitlements with respect thereto;
- (f) all leasehold interests and other rights and interests of the Debtor respecting the use or ownership of or title to any real property, including the interests, easements, licenses, all other rights and interests of any kind;
- (g) all the Debtor's books and records and all computer software programs relating to the Collateral, wherever located; and
- (h) all products, proceeds, income, substitutions, replacement, additions and accessions of, for or to any of the foregoing, including, without limitation, the rights to insurance proceeds covering any or all of the foregoing, and all other insurance policies on which the Debtor is named as an insured or additional insured or loss.

2. Debtor expressly warrants and covenants that:

- (a) Subject to the security interest granted hereby, Debtor has good and marketable title to all of the Collateral, free and clear of any adverse claim, lien, security interest or encumbrances of any kind or nature.
- (b) Debtor has the full power and authority, and has taken all necessary corporate action to authorize and enter into this Security Agreement and deliver the Note, to incur the liabilities and obligations hereunder and thereunder, and to pledge or grant a security interest in its assets as herein provided.
- (c) Except for the Debtor's servers located at Exodus Communications, Inc., 1808 Swift Drive, Suite B, Oakbrook, Illinois 60523, and servers located at Masterpiece Art Gallery, 3389 East 50<sup>th</sup> Street, Vernon, California 90058, Debtor's sole location is as stated above, and all Collateral will at all times be kept only at that location, or at such other location within the United States as to which the Secured Party shall have been provided not less than 30 days prior notification.
- (d) Debtor will pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
- (e) Debtor will use its best efforts not to permit, suffer or allow to exist any adverse claim, lien, security interest or encumbrance whatsoever upon any material portion of the Collateral, and Debtor will defend the Collateral against the claims and demands of

any third party at anytime claiming any of the Collateral or any interest therein, other than inventory sold in the ordinary course of Debtor's business.

- (f) The Collateral is, and shall at all times be maintained, in good condition, and the Secured Party may examine and inspect the Collateral at any time. Without limiting the generality of the foregoing, Debtor hereby grants to Secured Party and its employees and agents the right to visit Debtor's offices from which services are provided under any of Debtor's trademarks, and to inspect the quality control relating thereto at reasonable times during regular business hours.
- (g) That Debtor will not do any act, or omit to do any act, whereby Debtor's intellectual property or applications appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall take appropriate action, if any, at its expense to halt the infringement of Debtor's intellectual property and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection therewith.
- (h) Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances or the rights of any third parties.
- (i) Debtor will keep the Collateral at all times insured against risks of loss or damage by fire, theft and such other casualties as are customary in Debtor's line of business or as the Secured Party may otherwise reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies or underwriters as the Secured Party may reasonably require, losses in all cases to be payable to the Secured Party and the Debtor as their interest may appear. Debtor shall cause the Secured Party to be named as an additional insured and loss payee on each of debtor's insurance policy.
- (j) At any time and from time to time, upon the request of the Secured Party, the Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may deem necessary or prudent in order to obtain the full benefits of this Security Agreement, including, without limitation, the filing of any financing or continuation statement under the Uniform Commercial Code, the recordation or registration and continuation of the security interest in intellectual property with appropriate federal authorities, the delivery of Collateral into the possession or control of the Secured Party and/or the entry into arrangements with third parties, as may be required or prudent to establish, perfect or maintain the security interest granted hereby and the priority thereof in any or all items or categories of Collateral. For these purposes, the Debtor hereby authorizes the Secured party to file any such financing or continuation statement, or other recordation, registration or continuation instrument, without the signature of the Debtor to the extent permitted by applicable law, and hereby appoints the Secured Party as its attorney-in-fact, with full powers to execute and deliver or file the same on behalf of the Debtor.

- (k) The Debtor hereby indemnifies and holds the Secured Party, its officers, directors, employees, shareholders, agents and representatives (each, and "Indemnified Party"), harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of this Security Agreement, the Note, or the Debtor's operation of its business from the use of the Collateral, except to the extent that such claim, suit, loss, damage or expense results directly from the gross negligence or willful misconduct of any Indemnified Party.
  
- (l) The Debtor hereby irrevocably appoints the Secured Party, and its successors and assigns, the Debtor's true and lawful attorney, with full power (in the name of the Debtor or otherwise), after the occurrence and during the continuance of an Event of Default, to ask, require, demand, receive, compound and give acquittance for any and all moneys, claims and other amounts due and to become due at any time under, or arising out of, the Collateral; to endorse any checks or other instruments or orders in connection therewith; to enforce all the Secured Party's rights hereunder, to enter into all agreements or instruments required to carry out the terms hereof which are required to be performed by the Debtor; to execute such other assignments and mortgages of the Collateral as the Secured Party may deem to be necessary or advisable. Such power of attorney shall be deemed a power coupled with an interest and, therefore, irrevocable.

3. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

- (a) An "Event of Default", as defined in the Note;
- (b) any warranty, representation or statement now or hereafter made to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;
- (c) the loss, theft, damage, destruction, sale or encumbrance to or of any material portion of the Collateral, or the making of any levy seizure or attachment thereof or thereon;

and the Debtor shall give notice to the Secured Party of the occurrence of any default as soon as Debtor shall become aware thereof, or should reasonably have become aware thereof.

4. Upon such default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall, with respect to the Collateral, have all of the rights and remedies of a secured party under Articles 8 and 9 of the New York Uniform Commercial Code, and all equivalent rights under other applicable law with respect to Collateral that may not be subject to the Uniform Commercial Code. Without limiting the generality of the foregoing, Secured Party may require Debtor to assemble the Collateral or any portion thereof, and to deliver or make the same available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, selling or otherwise dealing with the Collateral, including Secured Party's reasonable attorney's fees and legal expenses, shall be payable by Debtor, and may be recovered out of the proceeds of the Collateral. The Collateral, or any part of it, may be sold or disposed of at public or private sale, and the Debtor agrees

that not less than five (5) days prior notice shall be reasonable notice, if notice is required under applicable law, for any such sale or disposition

5. The Debtor shall pay or reimburse the Secured Party for all transfer, documentary, stamp and similar taxes, and all recording and filing fees and taxes, payable in connection with, arising out of, or in any way related to, the execution, delivery and performance of the Note and this Security Agreement, and shall pay or reimburse the Secured Party for all reasonable costs and expenses (including fees and disbursements of legal counsel, appraisers, accountants and other experts employed or retained by the Secured Party) incurred by the Secured Party in connection with, arising out of, or in any way related to (i) the negotiation, preparation, execution and delivery of (A) the Note and this Security Agreement and (B) whether or not executed, any waiver, amendment or consent thereunder or thereto, (ii) protecting or preserving the Collateral and (iii) protecting, preserving, exercising or enforcing any of its rights in, under or related to the Collateral, this Security Agreement or the Note, including defending the Security Interest as a valid, perfected, first priority security interest in the Collateral; provided that the Debtor shall not be responsible to pay or reimburse the Secured Party in excess of an aggregate of \$20,000 pursuant to clause (i)(A) above of this Section 5.

6. NEITHER THE SECURED PARTY NOR ANY OTHER INDEMNIFIED PERSON SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND THE DEBTOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR ANY LOSS OR DAMAGE SUSTAINED BY THE DEBTOR, OR ANY LOSS, DAMAGE, DEPRECIATION OR OTHER DIMINUTION IN THE VALUE OF ANY COLLATERAL, THAT MAY OCCUR AS A RESULT OF, IN CONNECTION WITH, OR THAT IS IN ANY WAY RELATED TO ANY EXERCISE OF ANY RIGHT OR REMEDY UNDER THIS SECURITY AGREEMENT OR THE NOTE, EXCEPT, FOR ANY SUCH LOSS, DAMAGE, DEPRECIATION OR DIMINUTION TO THE EXTENT THAT THE SAME IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE DEBTOR AND THE SECURED PARTY OR SUCH OTHER INDEMNIFIED PERSON, AS APPLICABLE, FINAL AND NOT SUBJECT TO REVIEW ON APPEAL, TO BE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE SECURED PARTY OR SUCH OTHER INDEMNIFIED PERSON CONSTITUTING (x) WILLFUL MISCONDUCT, (y) KNOWING VIOLATIONS OF LAW OR (z) SUCH PERSON'S FAILURE TO OBSERVE ANY OTHER STANDARD APPLICABLE TO IT UNDER ANY OF THE OTHER PROVISIONS OF THE COLLATERAL DOCUMENTS OR, BUT ONLY TO THE EXTENT NOT WAIVABLE THEREUNDER, APPLICABLE LAW; AND IN NO EVENT SHALL THE SECURED PARTY OR ANY OTHER INDEMNIFIED PERSON BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY THE DEBTOR IN CONNECTION WITH ANY COLLATERAL DOCUMENT RELATED CLAIM.

7. To the fullest extent permitted under applicable law, Debtor hereby waives (i) any right to require that any right or power be exercised or any action be taken against the Debtor, any guarantor or any other collateral, (ii) all defenses, setoffs, counterclaims and claims of recoupment that may at any time be available to the Borrower or any guarantor, (iii) any notices that may be required by applicable law or otherwise to preserve any rights against the Debtor under the Note or this Security Agreement, including any notice of default, demand, dishonor, presentment and protest (other than notices expressly required under the Note or this Security Agreement), (iv) diligence, (v) any defense based upon, arising out of or in any way related to (a) any claim that any sale or other disposition of any collateral was not conducted in a commercially reasonable fashion or that a public sale, should

the Secured Party have elected to so proceed, was, in and of itself, not a commercially reasonable method of sale, (b) any claim that any election of remedies by the Secured Party, including the exercise by the Secured Party of any rights against any collateral, impaired, reduced, released or otherwise extinguished any right that the Debtor might otherwise have had against the any guarantor or against any collateral, including any right of subrogation, exoneration, reimbursement or contribution or right to obtain a deficiency judgment, (c) any claim that the Note or this Security should be strictly construed against the Secured Party; and (vi) ALL OTHER DEFENSES UNDER APPLICABLE LAW THAT WOULD, BUT FOR THIS SECTION, BE AVAILABLE TO THE DEBTOR AS (i) A DEFENSE AGAINST THE ENFORCEMENT OF THE SECURITY INTEREST, (ii) A REDUCTION OR LIMITATION OF THE OBLIGATIONS SECURED THEREBY OR (iii) A DEFENSE AGAINST ITS OBLIGATIONS HEREUNDER OR UNDER THE NOTE.

8. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party, and as to amendments, as also signed by an authorized officer of Debtor.

9. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security the Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this Security Agreement; but said Secured Party may, resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor

10. Any provision of the this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the Debtor hereby waives any provision of applicable law that renders any provision of this Security Agreement or the Note prohibited or unenforceable in any respect.

11. Upon payment in full of all amounts due hereunder and under the Note, the Secured Party shall execute and file all documents reasonably necessary to effect a release of the liens created by this Security Agreement and any filings hereunder. Except as otherwise expressly provided therein, the obligations of the Debtor and the rights of the Secured Party and the other Indemnified Persons under this Security Agreement shall survive the repayment of the Loan and the termination of the security interest granted hereunder

12. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

13. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, delivered by reliable overnight courier service, or otherwise delivered by hand or by messenger, addressed :



- (a) if to Secured Party, to: Pequot Private Equity Fund II, L.P., c/o Pequot Capital Management, Inc., 500 Nyala Farm Road, Westport, CT 06880, Attn.: David J. Malat and Carol Holley, Fax: (203) 429-2517 or at such other address as Secured Party shall have furnished to Debtor in writing, or
- (b) if to Debtor, to ArtSelect, Inc., at 300 West Lowe Street, Fairfield, Iowa 52556, Attn: Paul Tarnoff and Robert Winn, Fax: (515) 472-2761 or at such other address as Secured Party shall have furnished to Debtor in writing. All such notices and communications shall be effective upon receipt.

14. This Note shall be governed by and be construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. Debtor hereby submits and consents to the jurisdiction of the state courts of the State of New York and the federal courts located therein with respect to any legal actions relating to this Agreement or any other agreements delivered in connection herewith. Debtor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Security Agreement, except as specifically provided herein, and assent to extensions of the time of payment, or forbearance or other indulgence without notice.

15. This Agreement embodies the entire agreement between the Debtor and the Secured Party relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter hereof.

16. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

Dated this 14th day of April, 2000.


**DEBTOR:**

**SECURED PARTY:**

**ARTSELECT, INC.**

**PEQUOT PRIVATE EQUITY FUND II, L.P.**

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

  
Name: Robert J. Winn  
Title: Chief Operating Officer

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

Name:  
Title:

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Commissioner of Patents and Trademarks*

TRADEMARK  
REEL: 002062 FRAME: 0922

## **Requirements for Maintaining a Federal Trademark Registration**

### **SECTION 8: AFFIDAVIT OF CONTINUED USE**

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

*Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.*

### **SECTION 9: APPLICATION FOR RENEWAL**

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

*Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.*

**No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.**

**Int. Cl.: 35**

**Prior U.S. Cls.: 100, 101, and 102**

**Reg. No. 2,327,273**

**United States Patent and Trademark Office**

**Registered Mar. 7, 2000**

**SERVICE MARK  
PRINCIPAL REGISTER**

**ARTSELECT**

**ARTSELECT, LC (IOWA LIMITED LIABILITY  
COMPANY)  
1811 GRANVILLE AVENUE  
FAIRFIELD, IA 52556**

**ARTWORKS, IN CLASS 35 (U.S. CLS. 100, 101  
AND 102).**

**FIRST USE 4-6-1999; IN COMMERCE  
4-6-1999.**

**FOR: RETAIL STORE SERVICES, AVAIL-  
ABLE THROUGH A GLOBAL COMPUTER  
NETWORK, FEATURING CUSTOM FRAMED  
ARTWORKS AND REPRODUCTIONS OF**

**SN 75-452,318, FILED 3-18-1998.**

**RONALD AIKENS, EXAMINING ATTORNEY**