

RE

07-21-2000



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

48002

Tab settings

101410687

Attached original documents or copy thereof.

1. Name of conveying party(ies):

LUCY.com, Inc.

07/20/00 10:25 AM 2:57

GRANT FINANCE

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

6.16.00

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER Rd.

City: Rosemont State: IL ZIP: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 22, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE SCHEDULE B

B. Trademark Registration No.(s)

SEE SCHEDULE B

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

ATTN: NANCY O'CONNOR

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed x

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/20/2000 DNGUYEN 00000211 76007866

DO NOT USE THIS SPACE

01 FC:461 40.00 DP
02 FC:462 75.00 DP

9. 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.

Name of Person Signing

Nancy O'Connor

Signature

6-9-00

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

SCHEDULE B

TRADEMARKS TRADEMARK APPLICATIONS

lucy.com, inc.
 Trademark Chart
 May 2000

MARK	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
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UNITED STATES

LUCY.COM	Application No. 76/007,868	Class 18: Duffel bags, waist-packs, backpacks, sport bags and tote bags	ITU application filed 3/22/00
LUCY.COM	Application No. 75/758,762	Class 25: Clothing, namely, tops, tanks, tee-shirts, shorts, pants, jackets, vests, bodywear, warm-up suits, skirts, dresses, swimsuits, swimsuit cover-ups, bras, underwear, hats, gloves, wristbands and headbands [amended 2/00]	ITU application filed 7/23/99; Office action issued 11/22/99; Office action response filed 2/10/00; Approved for publication 5/22/00
LUCY.COM	Application No. 75/758,937	Class 35: Retail services, namely online and mail order services featuring athletic clothing [amended 2/00]	ITU application filed 7/23/99; Office action issued 11/22/99; Office action response filed 2/10/00; Approved for publication 5/22/00

MARK	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
LUCY.COM	Application No. 75/758,757	Class 42: Providing via a global computer network information to women on the subject of athletics; i.e. information about competitive sports and workout routines	ITU application filed 7/23/99; Office action issued 11/22/99; Office action response filed 2/10/00; Approved for publication 5/22/00

AUSTRALIA

LUCY.COM	Application No. 820867	Class 25: Clothing, namely casual clothing Class 35: Retail store services, namely online and mail order services in the field of athletic clothing Class 41: Providing information via a global computer network in the field of sports and athletic clothing <i>[amended 5/00]</i>	Application filed 2/9/00 <i>[claiming priority of 7/23/99]</i>
LUCY.COM	Application No. 1043348	Clothing, namely activewear Retail store services, namely online and mail order services in the field of athletic clothing. Providing information via a global computer network in the field of sports and athletic clothing	Application filed 1/21/00 <i>[claiming priority of 7/23/99]</i>

MARK	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
LUCY.COM	Application No. 1470970	<p>Class 25: Clothing; footwear, headgear, sportswear, active wear</p> <p>Class 35: Advertising and promotion services; business and product information services; retail services in the fields of clothing and athletic clothing</p> <p>Class 38: Telecommunication services; providing user access to the Internet or data bases; providing telecommunications connections to the Internet or data bases; telecommunication gateway services; electronic mail services; providing access to on-line information in the fields of clothing and athletic clothing</p>	Application filed 1/24/00 <i>[claiming priority of 7/23/99]</i>
LUCY.COM	Application No. 2000-4176	<p>Class 25: All goods in this class using its Class Headings; namely, clothing, garters, sock suspenders, braces, bands, belts, footwear, costumes for dressing-up, special sporting and gymnastic wear, special sporting and gymnastic footwear</p> <p>Class 41: Providing information via a global computer network in the field of sports and athletic clothing</p>	Application filed 1/24/00 <i>[claiming priority date of 7/23/99]</i>
LUCY	Registration No. 70.571	Class 25: Clothing, namely active wear	Registered 8/17/99

MARK	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
LUCY.COM	Application No. 2220217	<p>Class 25: Clothing, footwear, headgear, sportswear, activewear</p> <p>Class 35: Advertising and promotion services; business and product information services; retail services in the fields of clothing and athletic clothing</p> <p>Class 38: Telecommunication services; providing user access to the Internet or data bases; providing telecommunications connections to the Internet or data bases; telecommunication gateway services; electronic mail services; providing access to on-line information in the fields of clothing and athletic clothing</p> <p>Class 42: Information provided on-line from a computer data base or the Internet in the fields of sports and athletic clothing</p>	<p>Application filed 1/24/00 [claiming priority date of 7/23/99]</p>

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 22 day of May, 2000, by and between Lucy.com, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated May , 22 2000 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein and permitted in the Loan Agreement of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any

disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

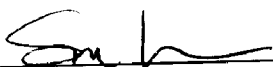
10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **Governing Law.** This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

COMPANY:

LUCY.COM, INC.

By: 

Title: CEO

SCHEDULE A
PATENTS AND PATENT APPLICATION

invert.Collateral Grant of Security Interest (9.99)

-4-

Comdisco Confidential Information

RECORDED: 06/16/2000

TRADEMARK
REEL: 002106 FRAME: 0638