

08-28-2000



101443038

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

7-21-00

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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other  Grant of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name  WETFEET.COM, INC. Execution Date  
Month Day Year 07 14 00

Formerly  7531495

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

Receiving Party

Mark if additional names of receiving parties attached

Name  Meier Mitchell & Company

DBA/AKA/TA

Composed of

Address (line 1)  c/o GATX Capital Corporation

Address (line 2)  Four Embarcadero Center, Suite 2200

Address (line 3)  San Francisco  California  94111  
City State/Country Zip Code

- Individual  General Partnership  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 should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

08/25/2000 MTHAI1 00000305 232415 75731495

FOR OFFICE USE ONLY

01 FQ:481 40.00 CH  
02 FQ:482 225.00 CH

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. 20221

REEL: 002125 FRAME: 0939

**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

(650) 496-7543

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)**

75/731,495	<input type="text"/>	<input type="text"/>
75/731,496	<input type="text"/>	<input type="text"/>
75/731,494	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

2,338,396	2,332,657	2,172,570
2,335,763	2,332,650	<input type="text"/>
2,338,398	2,172,571	<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:

#

REF. #22913.046

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.

Nancy Bouch

Name of Person Signing

*Nancy Bouch*  
Signature

7/21/00

Date Signed

**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of July 14, 2000, is executed by WETFEEET.COM, INC., a California corporation (the "Debtor"), in favor of Meier Mitchell & Company (the "Secured Party").

A. Pursuant to the Loan and Security Agreement, dated as of July 14, 2000 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 10.5 of the Loan Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event;

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: MEIER MITCHELL & COMPANY  
c/o GATX Capital Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, CA 94111

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**WETFEET.COM, INC.**

By: 

Name: STEPHEN POLLOCK

Title: PRESIDENT

SCHEDULE 1-A

TO GRANT OF SECURITY INTEREST IN TRADEMARKS

WETFEET.COM – U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

REG. NO./ SERIAL NO.	MARK	FILING DATE / ISSUE DATE	STATUS
75/731,495	ACE YOUR CASE!	June 17, 1999	Published
75/731,496	BEAT THE STREET	June 17, 1999	Pending
75/731,494	COMPANY QUICK	June 17, 1999	Pending
2,338,396	E-INSIDER	Issue Date: April 4, 2000	Registered
2,335,763	INDUSTRYQUICKS	Issue Date: March 28, 2000	Registered
2,338,398	WETFEET.COM and Square Design	Issue Date:	Registered
2,332,657	WETFEET.COM and Oblong Design	Issue Date: March 21, 2000	Registered
2,332,650	WETFEET	Issue Date: March 21, 2000	Registered
2,172,571	WET FEET PRESS and Design	Issue Date: July 14, 1998	Registered
2,172,570	WET FEET PRESS	Issue Date: July 14, 1998	Registered