

12-11-2000

MRB 12-11-00



To the Honorable Commissioner of Patents

101545932

original documents or copy thereof.

1. Name of conveying party(ies):

i-Luxury.com, Inc.
3340 Peachtree Road, Suite 1700
Atlanta, Georgia 30326

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

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

3. Nature of conveyance:

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

Execution Date: October 6, 2000

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

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation

Internal Address: Suite 900

Street Address: 1100 Abernathy Road

City Atlanta State GA ZIP 30328

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

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

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

(See attached Schedule)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Susan Lake

Internal Address:

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Susan Lake

Name of Person Signing

Signature

October 6, 2000

Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

JJALLAH2 00000025 76011206

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

40.00 DP
200.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011).

TRADEMARK

REEL: 002191 FRAME: 0959

12/11/2000

01 FC:481
02 FC:482

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

[Trademark Summary Attached]

i-Luxury.com
Ivan Solomon, Ltd.

TRADEMARK SUMMARY

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	STATUS
i-Luxury.com (stylized letters)	Stuart Diamond, individual	76-011206	03/27/00	Pending
iLuxury.com (words only)	Stuart Diamond, individual	76-011212	03/27/00	Pending
iLuxury (words only)	Stuart Diamond, individual	76-011207	03/27/00	Pending
i-Luxury (stylized letters)	Stuart Diamond, individual	76-011215	03/27/00	Pending
DEBBEERSONLINE.COM (words only)	Ivan Solomon, Ltd.	75-626009	01/25/99	Published - Opposed
DEBBEERSONSALE.COM (words only)	Ivan Solomon, Ltd.	75-626010	01/25/00	Published - Opposed
DEBBEERSUSA.COM (words only)	Ivan Solomon, Ltd.	75-626008	01/25/99	Published - Opposed

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	STATUS
SEING CREATIONS (words only)	Ivan Solomon, Ltd.	75-569227	10/13/98	Allowed - Intent to Use
SOLOMON BROTHERS (words only)	Ivan Solomon, Ltd.	74-507770/ 1,903,187	04/01/94	Registered

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2000, by I-LUXURY.COM, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Lender.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

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RECORDED: 12/11/2000