

12-11-2000

FORM PTO-1594
(Rev 5-93)



ER SHEET
Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable

and the attached original documents or copy thereof.

101545900

12.8.00

1. Name of conveying party(ies):

ROXY.COM, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: October 17, 2000

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

Name: SAND HILL CAPITAL II, L.P.

Address: 3000 SAND HILL ROAD, BLDG. 2, SUITE 110

City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

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 [X] No

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

A. Trademark Application No.(s)

75/826,848

75/826,324

B. Trademark Registration No.(s)

2,158,278

2,222,558

Additional numbers attached? [] Yes [X] No

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

400 Hamilton Avenue

Palo Alto, California 94301

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)

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.

Erin O'Brien

December 7, 2000

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

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

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA

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2 FC:482

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TRADEMARK
REEL: 002192 FRAME: 0037

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 17, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and ROXY.COM, INC., a Delaware corporation ("Borrower"), with reference to the following facts:

RECITALS

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits).

Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower. Borrower shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Borrower shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Borrower from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Borrower shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

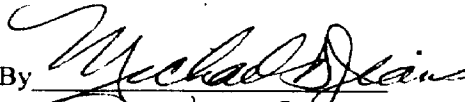
This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

ROXY.COM, INC.

293 Boston Post Road
Marlborough, MA 01852

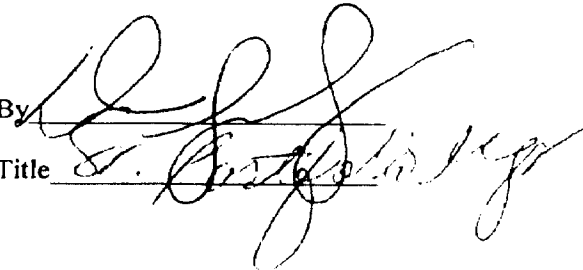
By 
Title President & CEO

Attn: _____

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road, Building 2 Suite 110
Menlo Park, CA 94025

By 
Title S. Christopher

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SERVICE MARKS		
ROXY	75/826848	10/19/99
ROXY.COM	75/826324	10/19/99
ROXY.COM AND DESIGN	EL36173607005	11/17/99
“BRING IT HOME”	2.158.278	5/19/98
DIGITAL PRODUCTS FOR THE DIGITAL AGE	2.222.558	2/9/99

SCHEDULE B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\PA\10082649.1
1191271-900000

RECORDED: 12/08/2000

TRADEMARK
REEL: 002192 FRAME: 0042