

01-16-2001



101583815

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

Conveying Party

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/AKATA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
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

RECEIVED
 TRADEMARK OFFICE
 DEC 19 P 12:30
 US PATENT & TRADEMARK OFFICE
 INFORMATION FEE PROCESS

FOR OFFICE 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. 20231

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

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)

Registration Number(s)

<input type="text" value="75831632"/>	<input type="text" value="75704417"/>	<input type="text" value="75870602"/>	<input type="text" value="2379416"/>	<input type="text" value="2079604"/>	<input type="text"/>
<input type="text" value="75831627"/>	<input type="text" value="75703983"/>	<input type="text" value="75870600"/>	<input type="text" value="2379410"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75707062"/>	<input type="text" value="75870601"/>	<input type="text" value="76133691"/>	<input type="text" value="2303037"/>	<input type="text"/>	<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:

#

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.

David Adams

Bill Petty

12/15/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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="76133693"/>	<input type="text" value="76133488"/>	<input type="text"/>
<input type="text" value="76133692"/>	<input type="text" value="76133694"/>	<input type="text"/>
<input type="text" value="76133690"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76133493"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76133492"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76133494"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76133489"/>	<input type="text"/>	<input type="text"/>

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 3rd, 2000 by and between COMDISCO, INC. ("Comdisco") and NAXON CORPORATION, a California corporation ("Naxon"), with reference to the following facts:

RECITALS

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

NOW, THEREFORE, Naxon agrees as follows:

AGREEMENT

To secure performance of its "Secured Obligations" as defined in the Forbearance Agreement, Naxon grants to Comdisco a security interest in all of Naxon's right, title and interest in Naxon'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).

Naxon represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Naxon or licensed to Naxon, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Naxon or licensed to Naxon, and (iii) listed on Schedule C are all of Naxon's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Naxon 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 Naxon. Naxon 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. Naxon 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 Naxon from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Naxon shall from time to time, execute and file such other instruments, and take such further actions as Comdisco may reasonably request from time to time to perfect or continue the perfection of Comdisco's interest in the intellectual property.

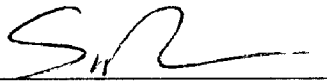
This security interest is granted in conjunction with the security interest granted to Comdisco under the Forbearance Agreement. Each right, power and remedy of Comdisco provided for herein shall not preclude the simultaneous or later exercise by Comdisco of any or all other rights, powers or remedies.

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 Naxon:

570 Gateway Drive
Napa, CA 94558
Attn: Parker Maddux

NAXON CORPORATION

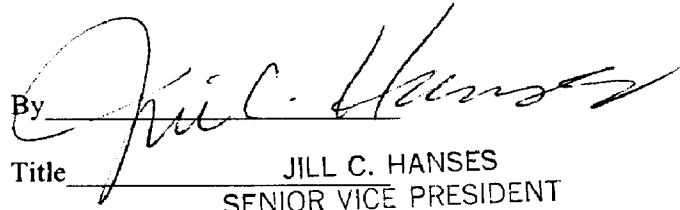
By 

Title Corporate Counsel

Address of Comdisco:

6111 North River Road
Rosemont, IL 60018
Attn: Venture Group

COMDISCO, INC.

By 

Title JILL C. HANSES
SENIOR VICE PRESIDENT

SCHEDULE A**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Enjoy	75/831,632	10/25/99
Enjoy (and Design)	75/831,627	10/25/99
Naxon Network	2,379,416	08/22/00
Naxon	2,379,410	08/22/00
Beershopper.com	75/707,062	05/14/99
LiquorShopper.com	75/704,417	05/12/99
Wineshopper.com	75/703,983	05/12/99
Ask the Cork Dork	2,303,037	12/21/99
Classic Cellars	75/870,601	12/13/99
Club Bubbly	75/870,602	12/13/99
Discovery Wine Club	75/870,600	12/13/99
Design of Bottle Man	76/133,691	9/21/00
Design of Bottle Man	76/133,693	9/21/00
Design of Bottle Man	76/133,692	9/21/00
Virtual Vineyards	2,079,604	7/15/97
Virtual Vineyards	76/133,690	9/21/00
wine.com	76/133,493	9/21/00
wine.com	76/133,492	9/21/00
wine.com	76/133,494	9/21/00
wine.com & Design	76/133,489	9/21/00
wine.com & Design	76/133,488	9/21/00
wine.com & Design	76/133,694	9/21/00

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Security Services Architecture for Distributing Regulated Products Over the Internet, and Including Remotely Situated Vendors with a Host System's IP Address Space	TBD	8/23/00

SCHEDULE C

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

WineShopper.com Web Site

TBD

TBD