

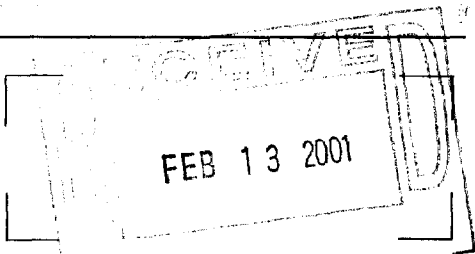
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-26-2001



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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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name StartSmart, Inc.

Execution Date
Month Day Year
11 21 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization a Delaware corporation

Receiving Party

Mark if additional names of receiving parties attached

Name MonsterMoving.com, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 50 Main Street

Address (line 2) Suite 1675

Address (line 3) White Plains

NY

10606

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization a Delaware corporation

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.)

02/23/2001 AHMED1 00000171 75882436
FC:4B1 40.00 OP

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

TRADEMARK
REEL: 002240 FRAME: 0349

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="75882436"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Craig D. Jacoby
Name of Person Signing


Signature

February 8, 2001
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 21, 2000 by and between STARTSMART, INC., a Delaware corporation ("*Grantor*") and MONSTERMOVING.COM, INC. ("*Lender*").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Senior Secured Promissory Note Purchase Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Note Purchase Agreement*"). Initially capitalized terms used but not defined herein shall have the meanings given to them in that certain Security Agreement dated of even date herewith made by Grantor in favor of Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a first priority security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note Purchase Agreement, the Note and the other Transaction Documents.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a first priority security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, the Note and the other Transaction Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement, the Note and the other Transaction Documents, Grantor grants and pledges to Lender a first priority security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof) (the "*Intellectual Property Collateral*").

This first priority security interest is granted in conjunction with the first priority security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the first priority security interest granted hereby are in addition to those set forth in the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

StartSmart, Inc.
1391 Spcer Boulevard
Suite 430
Denver, CO 80204

GRANTOR:

STARTSMART, INC.

By: 

Name: Michael T. McLebe

Title: CEO

Address of Lender:

MonsterMoving.com, Inc.
50 Main Street
Suite 1675
White Plains, NY 10606

LENDER:

MONSTERMOVING.COM, INC.

By: _____

Name: _____

Title: _____

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To-COOLEY GODWARD LLP

Page 16

TRADEMARK
REEL: 002240 FRAME: 0353

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

STARTSMART, INC.

By: _____

Name: _____

Title: _____

Address of Lender:

LENDER:

MonsterMoving.com, Inc.
50 Main Street
Suite 1675
White Plains, NY 10606

MONSTERMOVING.COM, INC.

By: Peggy J. Miller

Name: PEGGY J. MILLER

Title: Senior VP and CFO

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EXHIBIT A
COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
The Web site presently located at the domain www.makethemove.com.	unregistered	

EXHIBIT B

PATENTS

Description	Registration/Application Number	Registration/Application Date
None.		

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
MAKE THE MOVE	75/882436	Application denied 06/08/00
MAKETHEMOVE.COM	unregistered	
<u>WWW.MAKETHEMOVE.COM</u>	unregistered	
STARTSMART	unregistered	
STARTSMART.COM	unregistered	
<u>WWW.STARTSMART.COM</u>	unregistered	