

03-19-2001

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

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



101640583

2-26-01

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 # 101354745
- 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
03 28 00
- Change of Name
- Other []

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name INTERNET CAPITAL GROUP, INC.

03 28 00

Formerly []

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

Receiving Party

Mark if additional names of receiving parties attached

Name PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA Administrative Agent for the Banks as defined in the credit agreement

Composed of []

Address (line 1) PNC BANK, N.A.

Address (line 2) ONE PNC PLAZA - 22ND FLOOR, 249 FIFTH AVENUE

Address (line 3) PITTSBURGH

City

PA

State/Country

15222-2707

Zip Code

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

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.)

FOR OFFICE USE ONLY

140E

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: 002253 FRAME: 0423

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="75897668"/>	<input type="text" value="75897661"/>	<input type="text" value="75898034"/>	<input type="text" value="2293722"/>	<input type="text"/>	<input type="text"/>
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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

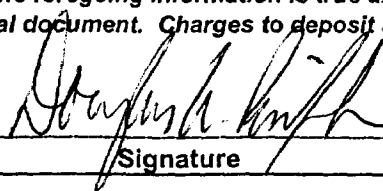
No

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.

DOUGLAS BEIMFOHR

Name of Person Signing



Signature

2 / 13 / 01

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

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City

State/Country

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Other

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Registration Number(s)

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AMENDED AND RESTATED

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of March 28, 2000, is entered into among INTERNET CAPITAL GROUP, INC., a Delaware corporation ("ICG"), ICG HOLDINGS, INC., a Delaware corporation ("ICG Holdings"; ICG and ICG Holdings being referred to herein individually as an "Assignor" or a "Borrower" and collectively as the "Assignors" or the "Borrowers"), the BANKS (as defined in the Credit Agreement) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Banks under the Credit Agreement referred to below (the "Assignee").

WHEREAS, ICG, Internet Capital Group Operations, Inc., a Delaware corporation ("ICG Operations"), certain Banks (the "Existing Banks") and PNC Bank, National Association, as agent for the Existing Banks ("PNC"), have entered into that certain Existing Agreement (as defined in the Credit Agreement) pursuant to which the Existing Banks agreed to make extensions of credit available to ICG and ICG Operations; and

WHEREAS, pursuant to the Existing Agreement, ICG, ICG Operations and PNC have entered into a Patent, Trademark and Copyright Security Agreement dated as of April 30, 1999 (the "Existing Patent, Trademark and Copyright Agreement") pursuant to which ICG and ICG Operations grant security interests in the patents, trademarks and copyrights described therein to PNC; and

WHEREAS, the Borrowers, the Agents and the Banks party thereto desire to amend and restate the Existing Agreement pursuant to that certain Amended and Restated Credit Agreement (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith among the Borrowers, the Guarantors party thereto, the Banks party thereto and the Agents; and

WHEREAS, pursuant to the Credit Agreement, the Banks have agreed to provide certain loans to each Borrower and each Assignor has agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default (as that term is defined in the Credit Agreement) to conditionally assign to the Assignee for the benefit of the Banks, certain patents, trademarks and copyrights; and

WHEREAS, pursuant to the Credit Agreement, the Assignors and Assignee desire to amend and restate the Existing Patent, Trademark and Copyright Agreement as set forth herein.

NOW, THEREFORE, intending to be legally bound hereby and for value received, the parties hereto covenant and agree that effective upon the Effective Date, the Existing Patent, Trademark and Copyright Agreement is hereby amended and restated in its entirety as follows:

(140684-4)

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the payment and performance of all indebtedness and other obligations of the Assignors now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, reasonable costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Assignor hereby grants to the Assignee, its successors and assigns, a security interest in, and subject to Sections 8 and 9 hereof, assigns and conveys to the Assignee all of the right, title and interest of such Assignor in and to all patent applications, patents, federal and state trademark applications, registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by such Assignor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Assignor covenants and warrants that, except as set forth in Schedule B:

(a) to the best of each Assignor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of each Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except for Permitted Liens, each Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, shop rights and covenants by such Assignor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) each Assignor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no written claim has been made to any Assignor or, to the knowledge of any Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the intellectual property rights of any third party; and

(f) each Assignor has used, and shall continue to use for the duration of this Agreement, materially consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights; and

(g) each Assignor in all material respects has used, and shall continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Except as set forth in Section 6 hereof, each Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without the Assignee's prior written consent, which consent shall not be unreasonably withheld.

5. If, before the Obligations shall have been satisfied in full, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights, such Assignor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to any Assignor in connection with such new applications, and such Assignor shall give to the Assignee prompt notice thereof in writing. Each Assignor and the Assignee agree to modify this Agreement by amending Schedule A to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by the Assignors.

6. Each Assignor shall not abandon any Patent, Trademark or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

7. Each Assignor agrees not to assign or sell (except as set forth on Schedule C) its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of the Assignee, which consent shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Assignor's business. The Assignee reserves the right upon reasonable notice to the Assignors during normal business hours to inspect the operations and facilities of the Assignors from time to time for the purpose of ensuring that the use of each Assignor's Patents, Trademarks and Copyrights are consistent with such Assignor's obligations under the Credit Agreement and hereunder; provided that such inspection is not disruptive of such Assignor's business.

8. If and during the period that the Obligations are declared due and payable pursuant to Section 9.2.1 of the Credit Agreement, the Assignee shall have the right, in addition

to all other rights and remedies given it by this Agreement, the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered, to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the applicable Assignor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to the applicable Assignor at least thirty (30) days before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period the applicable Assignor shall have the right to pay to the Assignee the amount of Obligations due and payable plus any reasonable expenses incurred by the Assignee in connection with any such proposed transfer, assignment or disposition, and upon such payment the Assignee shall release all interest in the Patents, Trademarks and Copyrights, and this Agreement shall terminate. At any such transfer or assignment or other disposition, the Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

9. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee, as the Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as any Assignor shall have indefeasibly paid in full all of the Obligations and the Commitments shall have terminated, this Agreement shall terminate and the Assignee shall execute and deliver to the applicable Assignor all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by such Assignor to release

the security interest created hereby and to reassign to such Assignor any and all rights granted to the Assignee in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.

11. Each Assignor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes. Each Assignor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights provided such election is with the prior consent of the Assignee, which consent will not be unreasonably withheld.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred by the Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that any Assignor fails to discharge its duty pursuant to Section 10 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Assignors within thirty (30) days of demand by the Assignee, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Each Assignor shall have the right, with the consent of the Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Assignee shall cooperate with such Assignor, at such Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Each Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by the Assignee at the request of such Assignor as a result of such suit.

14. No course of dealing between any Assignor and the Assignee, nor any failure to exercise nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of the Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

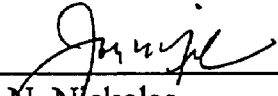
19. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

20. EACH ASSIGNOR HEREBY IRREVOCABLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA AND THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND EACH ASSIGNOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

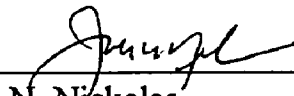
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

INTERNET CAPITAL GROUP, INC.

By: 
Name: John N. Nickolas
Title: Managing Director, Finance and
Assistant Treasurer

ICG HOLDINGS, INC.

By: 
Name: John N. Nickolas
Title: Managing Director, Finance and
Assistant Treasurer

CERTIFICATE OF MAILING UNDER 37 CFR 1.8

I hereby certify that the following document(s) is/are being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Document: Assignment Recordation Form Cover Sheet and Security Agreement

on: February 21, 2001
(Date)

Kim Campbell
(Signature)

Kim Campbell
(Typed or printed name of person signing)



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 12, 2000

PTAS

DANN DORFMAN HERRELL AND SKILLMAN PC
ROGER W. HERRELL
1601 MARKET ST STE 720
PHILADELPHIA, PA 19103-2307



101354745A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101354745

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING DOES NOT ADEQUATELY IDENTIFY THE PROPERTY NUMBER(S). THE APPLICATION NUMBER AND SERIES CODE OR THE SERIAL NUMBER AND FILING DATE IS REQUIRED.
2. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT, THE NAME AND ADDRESS OF THE PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENTS SHOULD BE MAILED IS REQUIRED.

MARY BENTON, EXAMINER

TRADEMARK
REEL: 002253 FRAME: 0434

ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



04-17-2000

05-15-2000

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FORM Expires 0 OMB 065

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40



101354745

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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- New
- Resubmission (Non-Recordation) Document ID # _____
- Correction of PTO Error Reel # _____ Frame # _____
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 - Security Agreement Nunc Pro Tunc Assignment
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Conveying Party

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Name INTERNET CAPITAL GROUP, INC.

Formerly _____

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Receiving Party

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Name PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA ADMINISTRATIVE AGENT FOR THE BANKS AS DEFINED IN THE CREDIT AGREEMENT

Composed of MS. LISA PIERCE

Address (line 1) PNC BANK, N.A.

Address (line 2) ONE PNC PLAZA - 22ND FLOOR, 249 FIFTH AVENUE

Address (line 3) PITTSBURGH PA 15222-2707
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
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05/12/2000 DNGUYEN 00000058 2293722

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02 FC:482

40.00 OP
100.00 OP

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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: 002253 FRAME: 0436

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

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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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.

Deborah R. Stark

Name of Person Signing

Deborah R. Stark

Signature

4/13/00

Date Signed

SCHEDULE A - TLT

<u>MARK</u>	<u>CLASS(S)</u>	<u>FILING DATE</u>
INTERNET CAPITAL GROUP	35,36	01/18/00
INTERNET CAPITAL GROUP (and Design)	35,36	01/18/00
MISCELLANEOUS DESIGN (Orbiting Spheres)	35, 36	01/18/00
MARKET MAKER IN A BOX		01/18/00

SCHEDULE A
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT COLLATERAL
SECURITY AGREEMENT

SCHEDULE OF FILED TRADEMARKS

MARK	COUNTRY	CLASS	SERIAL NO. (Registration No.)	FILING DATE (Registration Date)
INTERNET CAPITAL GROUP	United States	35, 36	Not Yet Provided	01/18/00
INTERNET CAPITAL GROUP	Argentina	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Australia	35, 36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Brazil	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Canada	N/A	Not Yet Provided	02/11/00
INTERNET CAPITAL GROUP	Switzerland	35, 36	00989/2000	02/01/00
INTERNET CAPITAL GROUP	Chile	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	China	42	2000013012	01/28/00
INTERNET CAPITAL GROUP	Czech Republic		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	European Community	9, 35, 36	1479567	01/27/00
INTERNET CAPITAL GROUP	Hong Kong	35	03316/2000	02/18/00
INTERNET CAPITAL GROUP	Israel		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Japan	35	13151/2000	02/17/00
INTERNET CAPITAL GROUP	South Korea	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Mexico		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	New Zealand	36	607080	01/26/00
INTERNET CAPITAL GROUP	Peru	35	100028	01/31/00
INTERNET CAPITAL GROUP	Poland	35, 36	Z-214446	02/28/00
INTERNET CAPITAL GROUP	Russian Federation		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Singapore	35	1382/00	01/31/00
INTERNET CAPITAL GROUP	Turkey		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Taiwan	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Venezuela		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	South Africa	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	United States		Not Yet Provided	01/18/00
INTERNET CAPITAL GROUP & Design	Argentina	35	Not Yet Provided	Not Yet Provided

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MARK	COUNTRY	CLASS	SERIAL NO. (Registration No.)	FILING DATE (Registration Date)
INTERNET CAPITAL GROUP & Design	Australia	35, 36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Brazil	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Canada	N/A	Not Yet Provided	02/11/00
INTERNET CAPITAL GROUP & Design	Switzerland	35, 36	00990/2000	02/01/00
INTERNET CAPITAL GROUP & Design	Chile	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	China	42	2000013010	01/28/00
INTERNET CAPITAL GROUP & Design	Czech Republic		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	European Community	9, 35, 36	1479401	01/27/100
INTERNET CAPITAL GROUP & Design	Hong Kong	35	03314/2000	2/18/00
INTERNET CAPITAL GROUP & Design	Israel		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Japan	35	13152/2000	02/17/00
INTERNET CAPITAL GROUP & Design	South Korea	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Mexico		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Norway	35, 36	200001002	02/02/00
INTERNET CAPITAL GROUP & Design	New Zealand	36	607081	01/26/00
INTERNET CAPITAL GROUP & Design	Peru	35	100912	02/14/00
INTERNET CAPITAL GROUP & Design	Poland	35, 36	Z-214447	02/28/00
INTERNET CAPITAL GROUP & Design	Russian Federation		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Singapore	35	1384/00	01/31/00
INTERNET CAPITAL GROUP & Design	Turkey		Not Yet Provided	Not Yet Provided

(140684-4)

MARK	COUNTRY	CLASS	SERIAL NO. (Registration No.)	FILING DATE (Registration Date)
INTERNET CAPITAL GROUP & Design	Taiwan	35	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Venezuela		Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	South Africa	35	Not Yet Provided	Not Yet Provided
MISCELLANEOUS DESIGN (Orbiting Spheres)	United States		Not Yet Provided	01/18/00
MARKET MAKER IN A BOX	United States		Not Yet Provided	01/18/00
INTERNET CAPITAL GROUP	United States	35, 36	75/259,155 (2,293,722)	03/18/97 (11/16/99)
INTERNET CAPITAL GROUP	Argentina	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Brazil	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Hong Kong	36	03315/2000	2/18/00
INTERNET CAPITAL GROUP	China	9	2000013011	01/28/00
INTERNET CAPITAL GROUP	South Korea	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	Singapore	36	1383/00	01/31/00
INTERNET CAPITAL GROUP	Taiwan	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP	South Africa	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Argentina	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Brazil	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	China	9	2000013009	01/28/00
INTERNET CAPITAL GROUP & Design	Hong Kong	36	03317/2000	2/18/00
INTERNET CAPITAL GROUP & Design	South Korea	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	Singapore	36	1385/00	01/31/00
INTERNET CAPITAL GROUP & Design	Taiwan	36	Not Yet Provided	Not Yet Provided
INTERNET CAPITAL GROUP & Design	South Africa	36	Not Yet Provided	Not Yet Provided

(140684-4)

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75897668

Registration Number: (NOT AVAILABLE)

Mark (words only): INTERNET CAPITAL GROUP

Current Status: An office action making FINAL a refusal to register the mark has been mailed.

Date of Status: 2001-01-29

Filing Date: 2000-01-18

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 103

CURRENT APPLICANT(S)/OWNER(S)

I. INTERNET CAPITAL GROUP, INC.

GOODS AND/OR SERVICES

business management services; business consulting services

financial management and consulting services; financial investment services, namely, providing financial investment in technology companies and service companies that provide services relating to a global computer network

PROSECUTION HISTORY

2001-01-29 - Final refusal mailed

2000-09-21 - Response to office action

2000-07-12 - Examiner's amendment mailed

2000-06-20 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: Douglas R. Wolf

Address:

DOUGLAS R. WOLF
WOLF, GREENFIELD & SACKS, P.C.
FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MA 02210
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75897661

Registration Number: (NOT AVAILABLE)

Mark



(words only): INTERNET CAPITAL GROUP

Current Status: An office action making FINAL a refusal to register the mark has been mailed.

Date of Status: 2001-01-25

Filing Date: 2000-01-18

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 103

CURRENT APPLICANT(S)/OWNER(S)

I. Internet Capital Group, Inc.

GOODS AND/OR SERVICES

BUSINESS MANAGEMENT SERVICES; BUSINESS CONSULTING SERVICES

FINANCIAL MANAGEMENT AND CONSULTING SERVICES; FINANCIAL INVESTMENT SERVICES, NAMELY, PROVIDING FINANCIAL INVESTMENT IN TECHNOLOGY COMPANIES AND SERVICE COMPANIES THAT PROVIDE SERVICES RELATING TO A GLOBAL COMPUTER NETWORK

PROSECUTION HISTORY

2001-01-25 - Final refusal mailed

2000-09-21 - Response to office action

2000-06-28 - Examiner's amendment mailed

2000-06-20 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: Douglas R. Wolf

Address:
DOUGLAS R. WOLF

WOLF, GREENFIELD & SACKS, P.C.
FEDERAL RESERVE PLAZA
600 ATLANTIC AVENUE
BOSTON, MA 02210
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75898034

Registration Number: (NOT AVAILABLE)

Mark



Current Status: An office action making FINAL a refusal to register the mark has been mailed.

Date of Status: 2001-01-25

Filing Date: 2000-01-18

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 103

CURRENT APPLICANT(S)/OWNER(S)

1. Internet Capital Group, Inc

GOODS AND/OR SERVICES

BUSINESS MANAGEMENT SERVICES; BUSINESS CONSULTING SERVICES

FINANCIAL MANAGEMENT AND CONSULTING SERVICES; FINANCIAL INVESTMENT SERVICES, NAMELY, PROVIDING FINANCIAL INVESTMENT IN TECHNOLOGY COMPANIES AND SERVICE COMPANIES THAT PROVIDE SERVICES RELATING TO A GLOBAL COMPUTER NETWORK

PROSECUTION HISTORY

2001-01-25 - Final refusal mailed

2000-09-21 - Response to office action

2000-06-28 - Examiner's amendment mailed

2000-06-23 - Case file assigned to examining attorney

2000-06-20 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: Douglas R. Wolf

Address:
DOUGLAS R. WOLF

WOLF, GREENFIELD & SACKS, P.C.
600 ATLANTIC AVENUE
BOSTON, MA 02210-2211
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75897200

Registration Number: (NOT AVAILABLE)

Mark (words only): MARKET MAKER IN A BOX

Current Status: A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Date of Status: 2000-11-13

Filing Date: 2000-01-18

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 106

CURRENT APPLICANT(S)/OWNER(S)

1. Internet Capital Group, Inc.

GOODS AND/OR SERVICES

computer software

PROSECUTION HISTORY

2000-11-13 - Non-final action mailed - 1st action

2000-07-26 - Case file assigned to examining attorney

2000-07-18 - Case file assigned to examining attorney

2000-07-11 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: DOUGLAS R WOLF

Address:

DOUGLAS R WOLF
WOLF GREENFIELD & SACKS PC
600 ATLANTIC AVE
BOSTON MA 02210-2211
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75259155

Registration Number: 2293722

Mark (words only): INTERNET CAPITAL GROUP

Current Status: Registered.

Date of Status: 1999-11-16

Filing Date: 1997-03-18

Registration Date: 1999-11-16

Law Office Assigned: TMO Law Office 114

CURRENT APPLICANT(S)/OWNER(S)

1. Internet Capital Group, L.L.C.

GOODS AND/OR SERVICES

management of information technology related companies

financial investment in information technology related companies

PROSECUTION HISTORY

1999-11-16 - REGISTERED-SUPPLEMENTAL REGISTER

1999-08-13 - APPROVED FOR PUB - SUPPLEMENTAL REGISTER

1999-08-13 - ASSIGNED TO EXAMINER

1999-02-17 - PREVIOUS ALLOWANCE COUNT WITHDRAWN

1998-11-23 - APPROVED FOR PUB - SUPPLEMENTAL REGISTER

1998-11-10 - EXAMINERS AMENDMENT MAILED

1998-06-29 - NON-FINAL ACTION MAILED

1998-04-27 - COMMUNICATION RECEIVED FROM APPLICANT

1997-10-27 - NON-FINAL ACTION MAILED

1997-10-01 - ASSIGNED TO EXAMINER

1997-09-30 - ASSIGNED TO EXAMINER

1997-09-24 - ASSIGNED TO EXAMINER

1997-09-18 - ASSIGNED TO EXAMINER

CONTACT INFORMATION

Attorney of Record: ROGER W HERRELL

Address:

ROGER W HERRELL
DANN DORFMAN HERRELL AND SKILLMAN PC
1601 MARKET ST STE 720
PHILADELPHIA PA 19103-2307
US
