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Form PTO-1594

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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

101715402

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BUYANDHOLD, INC.

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

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

2. Name and address of receiving party(ies)

Name Brown Raysman Millstein Felder & Steiner, LLP

Address: _____

Street Address: 120 W. 45th Street

City: New York State: NY Zip: 10036

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

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 No

3. Nature of conveyance:

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

Execution Date: May 31, 2001

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

A. Trademark Application No.(s)

76/014,411 76/013,024
(See attached schedule)

B. Trademark Registration No.(s)

2,371,573 2,440,904
(See attached)

Additional number(s) attached Yes No

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

Name: Susan C. Shin

Internal Address: _____

Brown Raysman Millstein Felder
and Steiner, LLP

Street Address: 120 W. 45th Street

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: _____

25

7. Total fee (37 CFR 3.41).....\$ 760.00 *E*

- 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 C. Shin
Name of Person Signing

Susan C. Shin
Signature

6/5/01
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

40
600
120

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
ACORN Design	May 26, 1998	75/490,894	July 25, 2000	2,371,573
BECAUSE TRADING CAN BE HAZARDOUS TO YOUR WEALTH	Sept. 21, 1999	75/804,684	Dec. 26, 2000	2,415,515
B&H BANKLINK	Dec. 14, 1999	75/871,467	ABANDONED	
A BROKER FOR THE REST OF US	March 30, 2000	76/014,462	April 3, 2001	2,440,904
BUYANDHOLD.COM (Class 36)	April 1, 1998	75/460,654	April 24, 2001	2,447,161
BUYANDHOLD.COM (Class 42)	April 1, 1998	75/979,829	Feb. 27, 2001	2,432,324
BUY WHAT YOU BUY	July 27, 1999	75/763,436		
E-Z VEST	April 19, 1999	75/686,332	April 24, 2001	2,446,950
MIGHTY OAKS FROM TINY ACORNS GROW	Sept. 21, 1999	75/804,330	ABANDONED	
THE MOM CHRONICLES	April 25, 2000	76/034,516		
THE ONLINE BROKER FOR LONG TERM INVESTORS	May 25, 1999	75/713,833		
V-DRIP	Feb. 3, 2000	75/909,263	ABANDONED	
V-DSPP	March 1, 2000	75/932,799	ABANDONED	
VIRTUAL DIRECT STOCK PURCHASE PLAN	March 1, 2000	75/932,798	ABANDONED	
VIRTUAL DRIP	Feb. 3, 2000	75/909,337	ABANDONED	

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
VIRTUAL EMPLOYEE STOCK PURCHASE PLAN	March 30, 2000	76/014,411	ABANDONED	
V-ESPP	March 30, 2000	76/013,024	ABANDONED	
A WALL STREET CENTURY (Class 9)	Feb. 15, 2000	75/919,338		
A WALL STREET CENTURY (Class 16)	Feb. 15, 2000	75/919,543		
A WALL STREET CENTURY (Class 28)	Feb. 15, 2000	75/919,306		
YOUR FUTURE IS WORTH THE INVESTMENT	Nov. 10, 1999	75/844,997	Dec. 19, 2000	2,413,933
INVESTING FOR THE REST OF US	May 1, 2001	76/249,632		
SHAREHOLDER CONVERSION PROGRAM	Dec. 15, 2000	76/181,332		
BUYANDHOLD INSTANT DEPOSIT	Dec. 15, 2000	76/181,331		
BUYANDHOLD	April 28, 1999	75/692,923		

The following trademark applications have all been filed with, and are currently pending before, various foreign Trademark Office:

Do NOT Record these numbers

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>
BUYANDHOLD	CANADA	Aug. 15, 2000	1,071,092	
BUYANDHOLD	CTM	Sep. 14, 2000	1854157	
BUYANDHOLD (Class 42)	HONG KONG	Aug. 18, 2000	200018643	
BUYANDHOLD (Class 36)	HONG KONG	Aug. 18, 2000	200018642	
BUYANDHOLD	JAPAN	Aug. 22, 2000	2000-092283	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BUYANDHOLD, INC., a Delaware corporation ("**Borrower**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark (as defined below); and

WHEREAS, Borrower has entered into that certain Bridge Financing Agreement, dated as of May 31, 2001 (said Bridge Financing Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Financing Agreement**"), with the Lenders (as that term is defined in the Financing Agreement), pursuant to which, under certain terms and conditions, the Lenders have agreed to advance funds in an aggregate amount of up \$10,000,000 to the Borrower; and

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of May 31, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Borrower and Brown Raysman Millstein Felder & Steiner LLP, as the Collateral Agent (the "**Collateral Agent**"), on behalf of itself and for the ratable benefit of the other Lenders, Borrower has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Trademarks (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Financing Agreement and the Pledge and Security Agreement, Borrower hereby assigns to the Collateral Agent and hereby grants to the Collateral Agent a security interest in all of Borrower's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Borrower now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, Internet domain names or other source or business identifiers and applications pertaining thereto, owned by such Borrower, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, in international registries, and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time), all common law and other rights in and to the trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Borrower's business

symbolized by any of the foregoing and associated therewith, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits) and the right (but not the obligation) to sue for, and recover damages from, past, present and future infringements in the name of such Borrower or in the name of the Collateral Agent or Lenders (collectively, the "**Trademarks**");

(ii) all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind owned by or owing to such Borrower which relate in any way to Trademarks, including, but not limited to, the exclusive Trademark Licenses rights in, to, and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (collectively, the "**Related Obligations**"); and

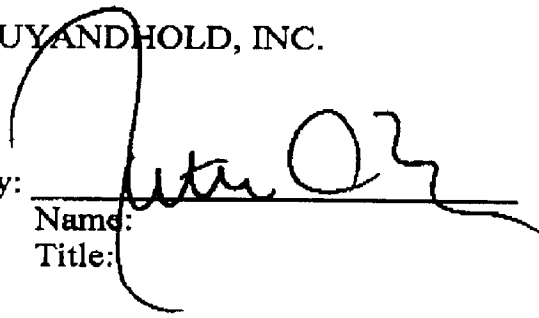
(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark and Related Obligations and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademarks and Related Obligations. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademarks and Related Obligations or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event will Trademark Collateral include, and Borrower will be not deemed to have granted a security interest in, any of Borrower's rights or interest in any license, contract or agreement to which Borrower is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provisions, the Trademark Collateral shall include, and Borrower will be deemed to have granted a security interest in, all such rights and interest as if such provision had never been in effect.

Borrower does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which re-incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Borrower has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day of May 31, 2001.

BUYANDHOLD, INC.

By: 
Name: _____
Title: _____

BRMFS1 250687v3
BRMFS1 251206v5

RECORDED: 06/08/2001

TRADEMARK
REEL: 002268 FRAME: 0894