

07-31-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



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

101792210

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

1. Name of conveying party(ies):
Allwall Technologies, Inc.
7-24-01

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: Getty Images/Chicago, Inc.
Internal Address: Attn: General Counsel
Street Address: 701 N. 34th Street, Ste. 400
City: Seattle State: WA Zip: 98103

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 15, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
75/879,693

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 15

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Getty Images, Inc.
Internal Address: Attn: General Counsel

Street Address: 701 North 34th St., Ste. 400

City: Seattle State: WA Zip: 98103

7. Total fee (37 CFR 3.41).....\$ 390.00

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.

Jeffrey L. Beyle, Secretary *Jeffrey L. Beyle* June 15, 2001
Name of Person Signing Signature Date

14

Total number of pages including cover sheet, attachments, and document.

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

07/30/2001 6TOM11 00000105 75879693
01 FC:481 40.00 DP
02 FC:482 350.00 DP

TRADEMARK
REEL: 002336 FRAME: 0463

Conveying Party: Allwall Technologies, Inc.
Receiving Party: Getty Images/Chicago, Inc.

SCHEDULE OF TRADEMARKS

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Docket No.</u>
ARTX	75/866,011	2,396,011	October 17, 2000	390057.217
ARTX and Design	75/866,010	2,396,010	October 17, 2000	390057.218

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Docket No.</u>
ART.COM	75/879,693	December 23, 1999	390057.220
ART.COM	75/879,694	December 23, 1999	390057.219
ART.COM	75/879,692	December 23, 1999	390057.221
ART.COM (Stylized) (in color)	75/879,690	December 23, 1999	390057.222
ART.COM (Stylized) (in color)	75/879,691	December 23, 1999	390057.223
ART.COM (Stylized) (in color)	75/879,689	December 23, 1999	390057.224

Conveying Party: Allwall Technologies, Inc.
Receiving Party: Getty Images/Chicago, Inc.

SCHEDULE OF TRADEMARKS

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Docket No.</u>
ARTCLIQUE	75/559,536	2,422,582	January 23, 2001	390057.213
ARTUFRAME.COM (Stylized)	75/559,535	2,365,776	July 11, 2000	390057.212
PICTURE YOUR FRAME BEFORE YOU FRAME YOUR PICTURE	75/533,139	2,310,957	January 25, 2000	390057.214
WHERE YOU START FOR ART	75/702,364	2,366,157	July 11, 2000	390057.208

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Docket No.</u>
ART.COM	75/697,365	May 3, 1999	390057.201
ARTPRINTINDEX.COM	75/699,623	May 4, 1999	390057.210
BRING ART HOME	76/170,313	November 22, 2000	390057.229

SECURITY AGREEMENT

This Security Agreement ("Security Agreement") is made the and entered into as of June 15, 2001, by and between Allwall Technologies, Inc., a Delaware Corporation ("Debtor") and Getty Images/Chicago, Inc. formerly known as Art.com, Inc., a Delaware corporation ("Secured Party").

RECITALS

A. Debtor and Secured Party entered into that certain Asset Purchase Agreement, dated as of May 24, 2001 ("Asset Purchase Agreement"), under which Debtor is obligated to pay certain sums to Secured Party;

B. To satisfy the foregoing payment obligations, Debtor executed that certain promissory note, dated as of May 24, 2001 (the "Note") in favor of Secured Party; and

C. This Security Agreement is entered into with respect to the Note and Asset Purchase Agreement, and to secure the obligations arising thereunder, as more fully specified herein.

AGREEMENT

Secured Party and Debtor agree as follows:

1. Grant of Security Interest; Collateral

Debtor hereby grants Secured Party a security interest in all of Debtor's tangible and intangible personal property identified on Exhibit A hereto, including, without limitation, all trademarks, trademark applications, copyrights, copyright registrations, domain names, domain name registrations, and other property of any kind identified on Exhibit A (the "Collateral") to secure the payment and performance of the Obligations (as defined below).

2. **Obligation.** This Security Agreement secures the following obligations of Debtor (the "Obligations"):

(i) Debtor's obligations under the Note, the Asset Purchase Agreement and this Security Agreement;

(ii) all of Debtor's other present and future obligations to Secured Party, however, not to any successor or related party to Secured Party;

(iii) the repayment of (a) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditures that Secured Party may make under the provisions of this Security Agreement or for the benefit of Debtor;

(iv) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations;

(v) all other amounts now or in the future owed by Debtor to Secured Party, however, not to any successor or related party to Secured Party. Furthermore, the Obligations shall specifically not include any amount due to Getty Images under any license agreement; and

(vi) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

3. Perfection of Security Interests

3.3 Filing of Financing Statement. Debtor authorizes Secured Party to file a financing statement (the "Financing Statement") describing the Collateral. Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file a change statement or any other Uniform Commercial Code ("UCC") form required to amend the name of Debtor, its principal place of business, or the location of the Collateral shown on any Form UCC-1 or other financing statement previously filed in any state or Province or other recording office to perfect Secured Party's security interest in the Collateral. Debtor hereby acknowledges and agrees that it will hold the Collateral in constructive trust for Secured Party.

3.2 Possession.

(i) Debtor shall have the possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement.

(ii) Where Collateral is in the possession of a third party, Debtor will notify the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

4. Post-Closing Covenants and Rights Concerning the Collateral

4.1 Inspection. The parties to this Security Agreement may inspect any Collateral in the other party's possession, at any time upon reasonable notice.

4.2 Personal Property. The Collateral shall remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

4.3 Secured Party's Collection Rights. Secured Party shall have the right at any time to enforce Debtor's rights against the account debtors and obligors.

4.4 Limitations on Obligations Concerning Maintenance of Collateral.

(i) Risk of Loss. Debtor has the risk of loss of the Collateral.

(ii) No Collection Obligation. Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 No Disposition of Collateral. Secured Party does not authorize, and Debtor agrees not to (i) make any sales or leases of any of the Collateral; (ii) license any of the Collateral, except that Debtor may license the use of the database of customer information to third parties in certain circumstances in accordance with Debtor's privacy policy; or (iii) grant any other security interest in any of the Collateral.

5. Debtor's Representation and Warranties

Debtor warrants and represents the following both of which will continue until the secured debt is satisfied in full:

5.1 Title to and transfer of Collateral. It has rights in or the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as created by this Security Agreement. There will be no claim, lien, security interest or other encumbrance in the Collateral prior to Secured Party's security interest therein.

5.2 Location, State of Incorporation and Name of Debtor. Debtor's: (i) chief executive office is located in the State of North Carolina (the "Chief Executive Office State"); (ii) state of incorporation is the State of Delaware (the

"Debtor State"); and (iii) exact legal name is as set forth in the first paragraph of this Security Agreement.

6. Debtor's Covenants

Until the Obligations are paid in full, Debtor agrees that it will:

6.1 Preserve its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, sell, lease exchange or otherwise dispose of all or substantially all of its assets;

6.2 Not change the state of its incorporation; and

6.3 Not change its corporate name without providing Secured Party with at least thirty (30) days' prior written notice.

6.4 Upon such full payment Secured Party agrees to release its lien on the Collateral and agrees to execute a separate UCC-3 release of the Collateral which may be filed by Debtor as appropriate.

7. Events of Default

The occurrence of any of the following shall, at the option of Secured Party, be an Event of Default:

7.1 Any default, Event of Default (as defined) by Debtor under the Note or any of the other Obligations;

7.2 Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, this Security Agreement, the Note, or in any of the other Obligations after receiving notice of such failure from Secured Party, in writing, and failing to cure such failure within ten (10) business days from receipt of such notice;

7.3 Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

7.4 Attachment, execution or levy on any of the Collateral after receiving notice of such attachment, execution or levy, and failing to remove same within ten (10) business days from receipt of such notice;

7.5 Debtor voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code or (b) any similar remedy under state statutory or common law unless discharged within thirty (30) days;

7.6 Debtor shall fail to comply with, or become subject to any administrative or judicial proceeding under any federal, state or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where noncompliance may have any significant effect on the Collateral after receiving notice of such failure or proceedings, in writing, and failing to cure such failure or have such proceeding dismissed or stayed within ten (10) business days from receipt of such notice; or

8. Default Costs

Should an Event of Default occur, Debtor will pay to Secured Party all costs reasonably incurred by the Secured Party for the purposes of enforcing its rights hereunder, including:

- (i) costs of foreclosure;
- (ii) costs of obtaining money damages; and
- (iii) reasonable attorneys' fees for attorneys employed by Secured Party for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

9. Remedies Upon Default

9.1 General. Upon any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise.

9.2 Concurrent Remedies. Upon any Event of Default, Secured Party shall have the right to pursue any of the following remedies separately, successively or concurrently:

(i) File suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(ii) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as it directs. Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where Collateral may be located.

(iii) Without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

10. Foreclosure Procedures

10.1 No Waiver. No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or of a different nature.

10.2 Notices. Secured Party shall give Debtor such notice of any private or public sale as may be required by the UCC.

10.3 Condition of Collateral. Secured Party has no obligation to clean up or otherwise prepare the Collateral for sale.

10.4 No Obligation to Pursue Others. Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

10.5 Compliance With Other Laws. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral.

10.6 Warranties. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured party may specifically disclaim any warranties of title or the like. This procedure will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral.

10.7 Sales on Credit. If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

10.8 Purchases by Secured Party. In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.

10.9 No Marshalling. Secured Party has no obligation to marshal any assets in favor of Debtor, or against or in payment of:

- (i) the Note,
- (ii) any of the other Obligations, or
- (iii) any other obligation owed to Secured Party by Debtor or any other person.

11. Miscellaneous

11.1 Assignment.

(i) **Binds Assignees.** This Security Agreement shall bind and shall inure to the benefit of the administrators, successors and assigns of Secured Party and shall bind all persons who become bound as a debtor to this Security Agreement.

(ii) **No Assignments by Debtor.** Secured Party does not consent to any assignment by Debtor except as expressly provided in this Security Agreement.

(iii) **Secured Party Assignments.** Secured Party may assign its rights and interests under this Security Agreement. If an assignment is made, Debtor shall render performance under this Security Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses or set-offs which Debtor could assert against Secured Party except defenses which cannot be waived.

11.2 Severability. Should any provision of this Security Agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Security Agreement.

11.3 Notices. Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid, and the notice properly addressed to the intended recipient, (b) received by telecopy, (c) received through the Internet, and (d) when personally delivered.

11.4 Headings. Section headings used this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

11.5 Governing Law. This Security Agreement is being executed and delivered and is intended to be performed in the State of Washington and shall be construed and enforced in accordance with the laws of the State of Washington, except to the extent that the UCC provides for the application of the law of the Debtor State.

11.6 Rules of Construction.

- (i) No reference to "proceeds" in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral by the Debtor.
- (ii) "Includes" and "including" are not limiting.
- (iii) "Or" is not exclusive.
- (iv) "All" includes "any" and "any" includes "all."

11.7 Integration and Modifications.

- (i) This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.
- (ii) Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.

11.8 Waiver. Any party to this Security Agreement may waive the enforcement of any provision to the extent that the provision is for its benefit.

11.9 Further Assurances. Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to Secured Party herein.

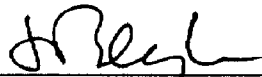
That parties have signed this Security Agreement as of the day and year first above written.

Secured Party:

Debtor:

**Getty Images/Chicago, Inc. formerly
known as Art.com, Inc.**

Allwall Technologies, Inc.

By 
Its Secretary

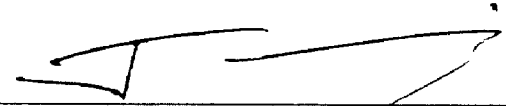
By 
Its CEO

EXHIBIT A

Collateral

1. The following domain names, including all registrations, application and other rights of any kind in or to the foregoing:

www.art.com

www.mycorporatesalesart.com

www.corporatesalesart.com

www.corporatesalesforart.com

www.artprintindex.com

www.artunisource.com

www.artuframe.com

2. Trade Marks & Service Marks. The following trademarks, trade names and service marks, including, without limitation, all registrations, applications and common law trademark rights in or to the same, as well as all claims of action arising out of any infringement, dilution, misappropriation or other violation of the same:

a. ART.COM

i. ECU Application 001711092

ii. US Application 75/879,693

iii. US Application 75/697,365

iv. US Application 75/879,694

v. US Application 75/879,692

b. ART.COM (Stylized)

i. ECU Application 001719319

ii. US Application 75/879,690

iii. US Application 75/879,691

- iv. US Application 75/879,689
 - c. ARTX
 - i. ECU Application 001693274.
 - ii. US Application 75/866,011
 - d. ARTX and Design
 - i. ECU Application 001693175
 - ii. US Application 75/866,010
 - e. ART PRINT INDEX, US application 75/696,033.
 - f. ART PULSE, US application 75/701,564.
 - g. ARTCLIQUE, US Application 75/559,536
 - h. ARTPRINTINDEX.COM, US Application 75/699,623
 - i. ARTUFRAME, US Application 75/533,290.
 - j. ARTUFRAME.COM (Stylized), US Application 75/559,535
 - k. ARTUNISOURCE, US Application 75/806,737.
 - l. AUF, US Application 75/548,789.
 - m. BRING ART HOME, US Application 76/170,313
 - n. PICTURE YOUR FRAME BEFORE YOU FRAME YOUR PICTURE, US Application 75/533,139 (registered)
 - o. THE WORLD'S ARTUNISOURCE, US Application 75/701,562.
 - p. WHERE YOU START FOR ART, US Application 75/702,364
3. The customer database of Art.com, including, without limitation, all modifications, updates or additions to the same.
4. All general intangibles relating to any of the foregoing.