

08-17-2001



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

Form PTO-1594
(Rev. 03-01)
OMB No. 0651-0027 (exp. 03-01-02)
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):

OneBond.com LLC

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

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

3. Nature of conveyance:

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

Execution Date: February 23, 2001

2. Name and address of receiving party(ies)

Name: PaineWebber Inc.

Internal Address: c/o PaineWebber Incorporated
Legal Department

Street Address: 10th Floor, 1200 Harbor Blvd.

City: Weehawken State: NJ Zip: 07087

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

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

A. Trademark Application No.(s)
76196056
76196057

B. Trademark Registration No.(s)

408

Additional number(s) attached Yes No

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

Name: PaineWebber Incorporated

Internal Address: Legal Department, 10th Floor

Attn: John J. Burke

Street Address: 1200 Harbor Boulevard

City: Weehawken State: NJ Zip: 07087

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65

- 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.

Raymond Mantle
Name of Person Signing

Signature

August 10, 2001
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

08/16/2001 LMJELLER 00000111 76196056

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002349 FRAME: 0248

AGREEMENT (TRADEMARK), dated as of February 23, 2001 (this "*Agreement*"), between OneBond.com LLC, a Delaware limited liability company (the "*Company*"), and PaineWebber Capital Inc., a Delaware corporation ("*PaineWebber*").

Pursuant to a Secured Convertible Promissory Note, in an aggregate principal amount of up to US\$300,000, dated the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "*Secured Note*"), issued by the Company in favor of PaineWebber, PaineWebber has agreed to lend up to US\$300,000 to the Company.

In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms under the Secured Note, and to secure the performance of the obligations of the Company thereunder, the Company is required to execute and deliver this Agreement and to grant to PaineWebber a continuing security interest in and to all of the Trademark Collateral (as defined below).

The Company has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce PaineWebber to make the loan to the Company pursuant to the Secured Note, the parties agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Secured Note.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Company does hereby mortgage, pledge and assign to PaineWebber, and grant to PaineWebber, a continuing security interest in, all of the following property (the "*Trademark Collateral*"), whether now or hereafter owned, acquire or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses;

(c) all reissues extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any, claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Company in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to PaineWebber under the Secured Note. The Secured Note (and all rights and remedies of PaineWebber thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Note.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all obligations under the Secured Note, PaineWebber shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

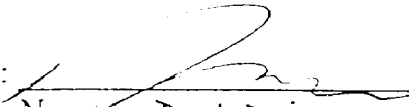
SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of PaineWebber with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Secured Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONEBOND.COM LLC

By: 
Name: Paul Zajac
Title: Chief Executive Officer

PAINWEBBER CAPITAL INC.


By: _____
Name:
Title:

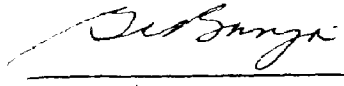
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ONEBOND.COM LLC

By: _____
Name:
Title:

PAINEWEBBER CAPITAL INC.

By:  _____
Name: Dhanrajy Pai
Title: President



Geraldine Banyai
Secretary

Trademark Applications:

Serial No. 76196057 ONEBOND.COM

Serial No. 76196056 ONEBOND