

10-26-2001



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

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

101887090

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): Brown Raysman Millstein Felder & Steiner LLP
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Partnership
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: U.S. BANK Trust National Association
Internal Address: Street Address: 180 East Fifth Street
City: St. Paul State: MN Zip: 55101
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: August 9, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/014,411 76/013,024
B. Trademark Registration No.(s) 2,371,573 2,440,904
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 25

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Monica B. Richman, Esq.
Internal Address: Brown Raysman Millstein Felder & Steiner LLP
Street Address: 900 Third Avenue
City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41): \$ 640.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 02-4270
(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.
Monica B. Richman Name of Person Signing
Monica B. Richman Signature
October 16, 2001 Date

Total number of pages including cover sheet, attachments, and document: 8

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

10/26/2001 6TOM11 00000018 76014411
01 FC:481 40.00 OP
02 FC:482 600.00 OP

TRADEMARK REEL: 002389 FRAME: 0319

**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:

<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	

BUYandHOLD, Inc.
77 Water Street
6th Floor
New York, New York 10005

August 9, 2001

Thomas Gronlund
U.S. Bank Trust National Association
180 E. Fifth Street
St. Paul, MN 55101

Re: Collateral Agent

Dear Mr. Gronlund:

Reference is made to that certain Bridge Financing Agreement (the "Bridge Financing Agreement") by and among BUYandHOLD, Inc., a Delaware corporation ("BH"), the Collateral Agent and the Lenders, dated as of May 31, 2001, and that certain Pledge and Security Agreement (the "Pledge and Security Agreement") by and between BH and the Collateral Agent, as collateral agent on behalf of the Secured Parties, dated as of May 31, 2001, and the transactions contemplated thereby. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bridge Financing Agreement and the Pledge and Security Agreement. This letter will confirm our agreement that, among other things, in connection with the Bridge Financing Agreement and the Pledge and Security Agreement:

- (a) U.S. Bank Trust National Association ("U.S." or the "Collateral Agent") hereby agrees to act as, and accepts the appointment as, Collateral Agent under the Bridge Financing Agreement and the Pledge and Security Agreement, and, accordingly further agrees to perform all functions and undertake all actions required of the Collateral Agent pursuant to the Bridge Financing Agreement and the Pledge and Security Agreement, and to be bound by all of the terms, conditions and obligations of the Bridge Financing Agreement, the Pledge and Security Agreement and the other Transaction Documents to which it is a party. Attached hereto as Exhibit A is a list of the securities, the certificates for which will be delivered, together with stock power(s) endorsed in blank by the holder of such securities, to U.S., in its capacity as Collateral Agent. Attached hereto as Exhibit B is a list of the financing statements on form UCC-1 (collectively, the "UCC-1s") as to which financing statements on form UCC-3 will be delivered to U.S. on the date hereof pursuant to which the UCC-1s will be assigned to U.S., in its capacity as Collateral Agent.
- (b) Brown Raysman Millstein Felder & Steiner LLP ("Brown Raysman") hereby transfers and assigns, and U.S. hereby takes and accepts, any and all rights, title and interest in the Collateral, that Brown Raysman heretofore held as Collateral Agent under the Financing Agreement, the Pledge and Security Agreement and the other Transaction Documents.

- (c) U.S. hereby acknowledges that as a condition of its appointment as Collateral Agent and the release, assignment and transfer to it of the Collateral hereunder, the Lenders and the Company have executed a release, dated as of the date hereof, of any and all claims against Brown Raysman for its services as Collateral Agent. U.S. further acknowledges that Brown Raysman has executed and delivered all such UCC-3 statements, and other documents or instruments deemed to be necessary or appropriate to assure, preserve, protect and perfect the Security Interest (as that term is defined in the Pledge and Security Agreement) and the rights and remedies created thereby and by the Uniform Commercial Code. Notwithstanding, the previous sentence, Brown Raysman hereby agrees that, at the sole cost and expense of BH, it will execute, acknowledge and deliver such further instruments and documents as U.S. may from time to time reasonably request to assure, preserve, protect and protect the Security Interest and the rights and remedies created by the Pledge and Security Agreement.
- (d) For clarification, and not by way of limiting any of the BH's obligations to the Collateral Agreement under the Pledge and Security Agreement or the Bridge Financing Agreement in any way, BH agrees to execute and deliver to the Collateral Agent all financing statements and security agreements required to be delivered pursuant to Section 4.02 of the Pledge and Security Agreement and certificates representing all of BH's Equity Interests, including, without limitation, the stock certificate representing all of the issued and outstanding shares of BUYandHOLD Securities Corporation, a Delaware corporation and wholly-owned subsidiary of BH, properly endorsed by BH, in blank to the order of the Collateral Agent, and any other documents instruments or assignments, from time to time, requested by the Collateral Agent. In addition, BH agrees to execute and deliver to the Collateral Agent acknowledgements of the assignments of security interests in Patents, Trademarks and Copyrights in a form acceptable to the Collateral Agent, for recording with the United States Patent and Trademark Office and the United States Copyright Office. BH also agrees to execute and deliver or cause to be executed and delivered, from time to time, all such other instruments or documents reasonably requested by the Collateral Agent for the purpose of maintaining such Security Interests.
- (e) BH, at its own expense, will maintain or cause to be maintained insurance covering physical loss or damage to the Collateral and such policies of insurance in relation to its business and assets, which policies name the Collateral Agent, on behalf of itself and for the ratable benefit of each of the Secured Parties, as an additional insured or loss payee, as appropriate.
- (f) For its services as Collateral Agent, BH will pay to U.S. a \$2,500 fee plus a non-refundable deposit of \$5,000 against any expenses and fees incurred. If U.S. is required to initiate time and expenses to actively administer the Collateral, any charges will first be deducted from the \$5,000 deposit. If no active administration is undertaken, U.S. shall apply the deposit as an additional fee for taking on the appointment and standing ready to administer the Collateral. The charge per hour that will be applied for administrative time will be calculated at \$230 per hour, up to a maximum total fee of \$11,500, inclusive of the \$2,500 fee and the \$5,000 initial deposit. Any attorneys or experts that are necessary to effectively handle the Collateral will be calculated at cost.

This agreement shall terminate and be of no further and effect one year from the date hereof.

Very Truly Yours,

BUYANDHOLD, INC.

By: 

Name: SCOTT MANTNER

Title: SENIOR VICE PRESIDENT

Agreed and Acknowledged:

U.S. Bank Trust National Association

By: 

Name: T. Gronlund

Title: Vice President

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP

By: 

Name: Charles D. Chinn

Exhibit A

Shareholder Securities Corporation Common Stock
Certificate Number 13 for 1,050 shares
Registered to: BUYandHOLD.com, Inc.