



02-14-2002

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

03-13-2002

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Form PTO-1594

(Rev. 03/01)

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

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RECORD/ TRAL

PARTMENT OF COMMERCE Patent and Trademark Office

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

2-14-2

1. Name of conveying party(ies):

InterWorld Corporation

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

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

2. Name and address of receiving party(ies)

Name: J Net Enterprises, Inc.

Internal Suite 100

Address: _____

Street Address: 4020 West Lake Creek Drive

City: Wilson State: WA Zip: 98014

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State of Nevada

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

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U.S. PATENT & TRADEMARK OFFICE
JUL 13 10 24 AM '02

3. Nature of conveyance:

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

Execution Date: February 8, 2002

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

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached Yes No

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

Name: Daniel I. Schloss, Esq.

Internal Address: _____

Street Address: Greenberg Traurig, LLP
200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-1561

(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.

Daniel I. Schloss, Esq.

Name of Person Signing

Daniel I. Schloss

Signature

2/12/02

Date

4

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

03/12/2002 TDIAZ1 00000070 501561 2217559

01 FC:481 40.00 CH
02 FC:482 250.00 CH

TRADEMARK
REEL: 002459 FRAME: 0477

SCHEDULE A
(Trademarks)

INTERWORLD	Class 9	Reg. 1/12/99	2,217,559
	Classes 35,36,42	Reg. 5/20/97	2,062,548
ENTERPRISE BROKER	Class 9	Reg. 11/7/00	2,403,016

Applications

ARMADA	Class 9	Filed 4/7/00	76/020,984
RETAIL ESSENTIALS	Class 42	Filed 2/3/00	75/908,295
WEB ARENA	Class 9	Filed 3/4/98	75/444,389
	Class 35	Filed 3/4/98	75/444,388
	Class 36	Filed 3/4/98	75/444,387
	Class 42	Filed 3/4/98	75/444,386
MISSION READY	Class 9	Filed 4/7/00	76/020,983
COMMERCE INTELLIGENCE	Class 9	Filed 3/31/00	76/015,006

SECURITY AGREEMENT
(Trademarks)

WHEREAS, InterWorld Corporation, a Delaware corporation (the "Assignor"), is the owner of certain trademarks and service marks, including without limitation the registrations and pending applications therefor in the United States Patent and Trademark Office as set forth on **Schedule A** annexed hereto and made a part hereof, (collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of June 30, 2001 ("2001 Security Agreement"), between the Assignor and J Net Enterprises, Inc., a Nevada corporation ("Assignee"), pursuant to which the Assignee had, on the date thereof, made or agreed to make certain loans to the Assignor;

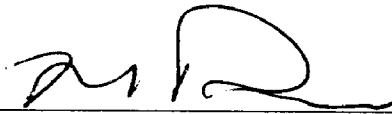
WHEREAS, pursuant to the 2001 Security Agreement the Assignor has agreed to assign and grant to Assignee a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to Assignee, a continuing security interest in and a continuing lien on, the Trademarks as security for the payment and performance of Assignor's obligations pursuant to the 2001 Security Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of February 8, 2002.

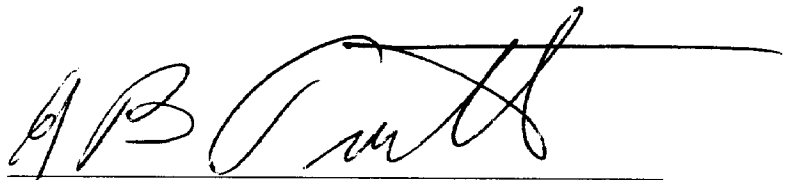
INTERWORLD CORPORATION

[Corporate Seal]

By: 
Name: Michael J. Donahue
Title: Vice Chairman & CEO

STATE OF New York)
COUNTY OF Albany) ss.:

On this 8th day of February, 2002, before me personally came Michael J. Donahue to me known, who, being by me duly sworn, did depose and say that (s)he is the Vice Chairman & CEO of InterWorld Corporation, the Delaware corporation described herein and which executed the foregoing instrument; and that (s)he signed his/her name thereto pursuant to the authority granted by said corporation.



Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

HENRY B. TRATTNER
NOTARY PUBLIC, State of New York
No. TR-01-4689385
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2005