



Tab settings → → →

102084345

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

72562

1. Name of conveying party(ies):
EVINEYARD, INC.
1200 NW Naito Parkway, Suite 220
Portland, OR 97209
 Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

2. Name and address of receiving party(ies)
Name: **SAND HILL CAPITAL SPECIAL PURPOSES, LLC**
Internal Address:
Street Address: **3000 Sand Hill Road, Bldg. 2 Ste. 110**
City: **Menlo Park** State: **California** ZIP: **94025**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

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

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

Execution Date: **May 4, 2001**

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

A. Trademark Application No.(s)
Wine.com and Design (Serial #76-133,694)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) \$ 540⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052 **Charge 540**
(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.
Christine E Wilson
MR. SIGI HINOJOSA
Name of Person Signing *[Signature]* Signature **September 14, 2001** Date

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

EXHIBIT C

<u>Description</u>	<u>Serial No.</u>	
VIRTUAL VINEYARDS AND DESIGN	0864,156	(app.)
WINE.COM AND DESIGN	76/133,694	(Pending)
WINE.COM AND DESIGN	76/133,692	(Pending)
WINE.COM AND DESIGN	76/133,691	(Pending)
WINE.COM AND DESIGN	76/133,693	(Pending)
VIRTUAL VINEYARDS AND DESIGN	76/133,690	(Pending)
WINE.COM AND DESIGN	76/133,494	(Pending)
WINE.COM AND DESIGN	76/133,493	(Pending)
WINE.COM AND DESIGN	76/133,492	(Pending)
WINE.COM AND DESIGN	76/133,489	(Pending)
WINE.COM AND DESIGN	76/133,488	(Pending)
CLUB BUBBLY	75/870,602	(Pending)
CLASSIC CELLARS	75,870,601	
DISCOVERY CLUB	75,870,600	(Pending)
ASK THE CORK DORK	75,545,702	
WWW.VIRTUALVIN.COM	75,213,423	
VIRTUAL VINEYARDS	74,566,730	
ENJOY	75,831,632	(Pending)
ENJOY & DESIGN	75,831,627	(Pending)
NAXON NETWORK	75,794,037	
NAXON	75,793,358	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 4, 2001 by and between SAND HILL CAPITAL SPECIAL PURPOSES, LLC ("Sand Hill") and EVINEYARD, INC., ("Grantor").

RECITALS

A. Sand Hill has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Sand Hill and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Capitalized terms used herein but not defined shall have the same meanings given to such terms in the Loan Agreement

B. Sand Hill is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Sand Hill a security interest in certain Copyrights, Trademarks and Patents that comprise a portion of the Collateral (as defined in the Loan Agreement) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Sand Hill a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the portion of the Collateral consisting of intellectual property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Sand Hill, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Sand Hill a security interest in all of Grantor's right, title and interest in, to and under the portion of Collateral consisting of intellectual property (more specifically described in Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. The rights and remedies of Sand Hill with respect to the security interest granted hereby are in restatement of those set forth in the Loan Agreement and the other loan documents, and those which are now or hereafter available to Sand Hill as a matter of law or equity. Each right, power and remedy of Sand Hill provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall

46 514

be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Sand Hill of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Sand Hill, of any or all other rights, powers or remedies.

From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired in connection with the portion of the Collateral consisting of intellectual property.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1200 NW NAITO PARKWAY, SUITE 220
~~1800 SW First, Suite 180~~
Portland, Oregon 97209
Attn: Larry Gerhard

By: Larry Gerhard
Title: President CEO

UG 5/4

SAND HILL:

SAND HILL CAPITAL SPECIAL PURPOSES, LLC

Address of Sand Hill:

Sand Hill Capital Special Purposes, LLC
3000 Sand Hill Road, Building 2
Suite 110
Menlo Park, California 94025
Attn: Mr. Robert Johnson

By: _____
Title: _____
By: _____
Title: _____

for herein and the exercise by Sand Hill of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other loan documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Sand Hill, of any or all other rights, powers or remedies.

From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired in connection with the portion of the Collateral consisting of intellectual property.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1800 SW First, Suite 180
Portland, Oregon 97201
Attn: Larry Gerhard

By: _____

Title: _____

SAND HILL:

SAND HILL CAPITAL SPECIAL
PURPOSES, LLC

Address of Sand Hill:

Sand Hill Capital Special Purposes, LLC
3000 Sand Hill Road, Building 2
Suite 110
Menlo Park, California 94025
Attn: Mr. Robert Johnson

By: Robert C. Johnson

Title: MANAGER

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

NONE

LG 519

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

6 514

EXHIBIT C

<u>Description</u>	<u>Serial No.</u>	
VIRTUAL VINEYARDS AND DESIGN	0864,156	(app.)
WINE.COM AND DESIGN	76/133,694	(Pending)
WINE.COM AND DESIGN	76/133,692	(Pending)
WINE.COM AND DESIGN	76/133,691	(Pending)
WINE.COM AND DESIGN	76/133,693	(Pending)
VIRTUAL VINEYARDS AND DESIGN	76/133,690	(Pending)
WINE.COM AND DESIGN	76/133,494	(Pending)
WINE.COM AND DESIGN	76/133,493	(Pending)
WINE.COM AND DESIGN	76/133,492	(Pending)
WINE.COM AND DESIGN	76/133,489	(Pending)
WINE.COM AND DESIGN	76/133,488	(Pending)
CLUB BUBBLY	75/870,602	(Pending)
CLASSIC CELLARS	75,870,601	
DISCOVERY CLUB	75,870,600	(Pending)
ASK THE CORK DORK	75,545,702	
WWW.VIRTUALVIN.COM	75,213,423	
VIRTUAL VINEYARDS	75,566,730	
ENJOY	75,831,632	(Pending)
ENJOY & DESIGN	75,831,627	(Pending)
NAXON NETWORK	75,794,037	
NAXON	75,793,358	