

11-05-2002



To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Odimo Incorporated

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

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

3. Nature of Conveyance:

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

Execution Date: 10/22/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,487,016

Additional numbers attached? Yes No

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

Brian D. Anderson, Esquire
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 10730/0006/1350

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: 50-2014
(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.

Brian D. Anderson, Esq.
Name of Person Signing

Brian D. Anderson
Signature

10/30/02
Date

Total number of pages, including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:

11/04/2002 LMUELLER 00000123 2487016

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

2b. Name and address of receiving party(ies):

SOFTBANK CAPITAL LP
1188 Centre Street
Newton Center, MA 02459

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

2c. Name and address of receiving party(ies):

SOFTBANK CAPITAL ADVISORS FUND LP
1188 Centre Street
Newton Center, MA 02459

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

2d. Name and address of receiving party(ies):

Alan Lipton
655 Ocean Boulevard
Golden Beach, Florida 33160

- Individual(s) citizenship of the United States
- Association
- General Partnership
- Limited Partnership
- Corporation --
- Other _____

2e. Name and address of receiving party(ies):

DATA INVESTMENT LLC
580 Fifth Avenue, 32nd Floor
New York, NY 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation --
- Other Limited Liability Corporation of Delaware

2f. Name and address of receiving party(ies):

TARPLEY PROPERTY HOLDINGS, INC.
c/o Bryan Cave Robinson Silverman LLP
1290 Avenue of the Americas
New York, NY 10104-3300

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

UNITED STATES TRADEMARK HOLDINGS OF ODIMO INCORPORATED

| Serial No. | Registration No. | Docket Number | Mark | Status |
|------------|------------------|-----------------------|---------------------------------------|------------|
| 76/069,840 | 2,482,102 | 193211US-10730-13-WOW | WORLDOFWATCHES.COM | Registered |
| 76/071,351 | 2,551,294 | 193282US-10730-13 | 1-888-DIAMOND | Registered |
| 75/845,964 | 2,401,981 | 193523US-10730-13-WOW | WORLD OF WATCHES | Registered |
| 75/871,635 | 2,513,534 | 193597US-10730-13 | 1-888-WATCHES | Registered |
| 76/122,614 | 2,527,126 | 196926US-10730-13 | O (STYLIZED) | Registered |
| 76/255,220 | | 208455US-10730-13-WOW | WORLD OF WATCHES & DESIGN | Published |
| 78/077,388 | | 212403US-10730-13 | DIAMOND.BIZ | Pending |
| 75/793,521 | | 10730-0009-14 | DIAMOND.COM | Pending |
| 76/110,581 | | 196034US-10730-13 | DIAMOND.COM AN ODIMO COMPANY & DESIGN | Pending |
| 76/112,031 | | 196038US-10730-13 | DIAMOND.COM AN ODIMO COMPANY & DESIGN | Pending |

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 22, 2002 (as same may be amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), between Odimo Incorporated, a Delaware corporation (the "Company"), in favor of the persons set forth on Schedule A hereto, and each of their successors, endorsees, transferees and assigns (the "Lenders"). All capitalized terms used but not otherwise defined herein shall have the meanings, if any, given to them in the Note referred to below.

WITNESSETH:

WHEREAS, the Company and the Lenders have entered into a Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Lenders are purchasing the Note and Warrants, pursuant to the terms and conditions set forth therein, for an aggregate purchase price of \$2,000,000, issued by the Company to the Lenders; and

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Creation of Security Interest.** As an inducement to the Lenders to enter into the Purchase Agreement, purchase the warrants and loan the Company the amounts set forth in the Notes, and to secure the prompt indefeasible payment, performance and discharge in full, whether at the stated maturity, by acceleration or otherwise, of all of the Company's obligations under the Notes and under the Purchase Agreement, and all of the Company's obligations now or hereafter existing under this Agreement, as any such obligations may be amended, supplemented or modified from time to time (collectively, the "Obligations"), the Company hereby, unconditionally and irrevocably, pledges, grants and hypothecates to the Lenders, a continuing first priority security interest in, a first lien upon and a right of set-off against all of the Company's right, title and interest in and to the Collateral (as defined in Section 2).

2. **Collateral.** The Company hereby grants a first priority security interest in all of the Company's right, title and interest in and to all of the assets of the Company, including without limitation the following assets of the Company, whether presently owned or existing or hereafter acquired or coming into existence, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof including, without limitation, all proceeds of insurance covering the same and of any tort claims in connection therewith (collectively, the "Collateral"):

(a) all furniture, office and computer equipment, machinery, tools, spare parts, automobiles and other vehicles, and other tangible personal property;

(b) all accounts and notes receivable, prepaid expenses and other receivables (collectively, "Accounts Receivable");

(c) all (i) trademarks and service marks (registered or unregistered) trade dress, trade names and other names and slogans, product goodwill or indications of origin, all applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith, including, without limitation, the trademarks and trade names set forth on Schedule 2(c) attached hereto; (ii) patents, patentable inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology and computer programs, software and databases (including source code, object

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code, development documentation, programming tools, drawings, specifications and data) and all applications or registrations in any jurisdiction pertaining to the foregoing, including all reissues, continuations, divisions, continuations-in-art, renewals or extensions thereof; (iii) trade secrets, including confidential and other non-public information, and the right in any jurisdiction to limit the use or disclosure thereof; (iv) copyrights (registered and unregistered) in writings, designs, mask works or other works, and registrations or applications for registration of copyrights in any jurisdiction; (v) Internet web sites, domain names and registrations or applications for registration thereof; (vi) licenses, immunities, covenants not to sue and the like relating to any of the foregoing; (vii) books and records describing or used in connection with any of the foregoing; and (viii) claims or causes of action arising out of or related to infringement or misappropriation of any of the foregoing;

(d) all claims, demands, causes of action, judgments and decrees in favor of the Company;

(e) all books of account, financial, business and operational records, including customer and supplier lists, accounts and records, forms and office supplies, advertising and promotional literature, price lists, records of employees of the Company and manuals;

(f) all telephone numbers, fax numbers, Internet addresses and similar numbers or addresses; and

(g) all other assets, properties and rights of every kind used, known or unknown, fixed or unfixd, accrued, absolute, contingent or otherwise.

3. Representations, Warranties and Covenants. The Company hereby represents, warrants and covenants as follows:

(a) The Company has the full corporate power, authority and legal right to pledge, assign, transfer, deliver, deposit and set over the Collateral pledged to the Lenders as provided herein.

(b) This Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) The Company has no place of business or offices where its books of account and records are kept or places where Collateral is stored or located, except as set forth on Schedule 3(a) attached hereto.

(d) The Company is the sole owner of the Collateral, free and clear from any liens, security interests, encumbrances, rights and claims of any kind whatsoever (collectively, "Liens"), other than (i) Liens, if any, created or suffered to exist by the Lenders prior to the date hereof and (ii) the Lien granted to the Lenders hereunder, and is fully authorized to grant the security interest in and pledge the Collateral and the Collateral is not subject to any UCC financing statement. No consent, authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required either (A) for the pledge, assignment, transfer, delivery, deposit and set over of the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Company or (B) for the exercise by the Lenders of the rights and remedies provided for in this Agreement, other than necessary filings with the U.S. Patent and Trademark Office and equivalent foreign offices.

(e) The Company shall at all times maintain the liens and security interests provided for hereunder as valid and perfected first priority liens and security interests in the Collateral hereby granted to the Lenders, free and clear of all Liens other than the Lien granted to the Lenders hereunder. The Company hereby agrees to defend the same against any and all persons whatsoever. The Company shall safeguard and protect all Collateral for the account of the Lenders and make no disposition thereof other than in the ordinary course of business. At the request of the Lenders, the Company will sign and deliver to the Lenders at any time or from time to time one or more financing statements pursuant to the Uniform Commercial Code and trademark assignments, each in form satisfactory to the Lenders and will pay the cost of filing the same in all public offices and wherever filing is, or is deemed by the Lenders to be, necessary or desirable and with respect to the Collateral including, without limitation, the U.S. Patent and Trademark Office.

(f) The Company shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its tangible Collateral at the locations set forth on Schedule 3(a) attached hereto, and may not relocate such books of account and records or tangible Collateral, unless it delivers to the Lenders 30 days prior to such relocation (i) written notice and (ii) evidence that financing statements have been filed and recorded and other steps have been taken to perfect the Lenders' lien thereunder in order to create in favor of the Lenders valid, perfected and continuing first priority security interests in and to the Collateral.

(g) The Company shall keep and preserve all tangible Collateral in good condition, repair and order, wear and tear excepted.

(h) The Company shall advise the Lenders promptly, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event which would have a material adverse effect on the Lenders' security interests therein.

4. Defaults. The following events shall be "Events of Default":

(a) An Event of Default under the Note, this Agreement or a default under the Purchase Agreement shall occur;

(b) The Company shall fail to observe or discharge any covenant contained in Section 3(e);

(c) The Company shall fail to observe or perform any of its other obligations hereunder for 10 days after receipt by the Company of notice of such failure from any Lender; or

(d) Any representation, warranty, certification or statement made by the Company hereunder, in the Purchase Agreement, or any other documents delivered in connection with the transaction contemplated hereby or thereby, shall prove to have been incorrect in any material respect when made.

(e) The Company has defaulted in the payment of any principal, interest or premium with respect to any indebtedness of the Company.

5. Rights and Remedies Upon Default. Upon occurrence of one or more Events of Default and at any time thereafter, as long as any such Event of Default shall continue, the Lenders (acting on a vote of Lenders holding at least 66% of the outstanding principal amount of Notes issued pursuant to the purchase Agreement (the "Required Lenders")), may exercise any and all of the rights and remedies

conferred hereunder and under the Note and the Purchase Agreement including, without limitation, the right to accelerate payment under the Note, and the Lenders shall have all the rights and remedies of a secured party under the Uniform Commercial Code and/or any other applicable law of any jurisdiction as to any Collateral therein located (whether or not such other Uniform Commercial Code applies to the affected Collateral) and shall further have, in addition to all other rights and remedies provided herein or by law, the following rights and powers:

(a) The Lenders shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person or persons, any premises where the Collateral, or any part thereof, is or may be placed and remove the same.

(b) At the Lenders' request, the Company shall assemble the Collateral and make it available to the Lenders at places which the Lenders shall reasonably select, whether at the Company's premises or elsewhere, and make available to the Lenders, without rent, all of the Company's premises and facilities for the purpose of the Lenders taking possession of, removing or putting the Collateral in saleable or disposable form.

(c) The Lenders shall have the right from time to time to sell, resell and deliver all or any part of the Collateral, at public or private sale or otherwise, at the option of the Lenders, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Lenders may deem commercially reasonable, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to the Company or right of redemption of the Company, which are hereby expressly waived.

(d) Upon each such sale, the Lenders may, unless prohibited by applicable statute which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of the Company, which are hereby waived and released.

(e) The proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the reasonable attorneys' fees and expenses incurred by the Lenders, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which the Lenders shall pay to the Company any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Lenders is legally entitled, the Company will be liable for the deficiency, together with interest thereon, at the rate of 18% per annum (the "Default Rate"), and the reasonable fees of any attorneys employed by the Lenders to collect such deficiency. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Lenders arising out of the repossession, removal, retention or sale of the Collateral.

(f) Upon the occurrence and during the continuance of an Event of Default, the Lenders shall have the right to send notice of the assignment granted herein and the security interest created hereunder to any account debtors of the Company or any other persons obligated on, holding or otherwise concerned with, any Accounts Receivable, may demand that monies due or to become due be paid to the Lenders and thereafter, the Lenders shall have the sole right to collect the Accounts Receivable and all books and records relating thereto.

6. Responsibility for Collateral. The Company assumes all liabilities and responsibility in connection with all Collateral, and the obligation of the Company hereunder or under the Note or the

Additional Consideration Agreement shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason.

7. Term of Agreement. This Agreement shall terminate when all payments under the Note and the Additional Consideration Agreement have been indefeasibly made in full and all other Obligations have been indefeasibly paid or discharged. Upon such termination, the Lenders, at the request and at the expense of the Company, will join in executing any termination statement with respect to any financing statement executed and filed pursuant to Section 3 of this Agreement.

8. Costs and Expenses. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lenders after the date hereof in protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Lenders' security interests therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Agreement relates, shall be borne and paid by the Company on demand by the Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

9. Power of Attorney. The Company authorizes the Lenders, and does hereby make, constitute and appoint each of the Lenders, and any of its officers, agents, successors or assigns with full power of substitution, as the Company's true and lawful attorney-in-fact, with power, in its own name or in the name of the Company, to, after the occurrence of an Event of Default and at any time thereafter so long as such Event of Default shall continue, endorse any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Lenders; to sign and endorse any UCC financing statement or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; and, generally, to do, at the option of the Lenders, and at the Company's expense, at any time, or from time to time, all acts and things which the Lenders deems necessary to protect, preserve and realize upon the Collateral and the Lenders' security interests therein in order to effect the intent of this Agreement, the Note and the Purchase Agreement all as fully and effectually as the Company might or could do; and the Company hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

10. Notice. Any and all payments, notices, requests, demands, consents, approvals or other communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be given and effective in the manner prescribed in Section 7.8 of the Purchase Agreement. Any party may change its address for the purpose of this Agreement by notice to the other parties given as aforesaid.

11. Other Security. To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Lenders shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Lenders' rights and remedies hereunder.

12. Miscellaneous.

(a) Beyond the safe custody thereof, the Lenders shall have no duty as to the collection of any Collateral in its possession or control, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Each Lender shall be responsible solely for its actions and not the actions of any other Lender.

(b) No course of dealing between the Company and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) All of the Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Note or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(d) This Agreement, together with the Purchase Agreement and the Note constitutes the entire agreement of the parties with respect to the subject matter hereof and is intended to supersede all prior negotiations, understandings and agreements with respect thereto. No provision of this Agreement may be modified or amended except by a written agreement specifically referring to this Agreement and signed by the parties hereto.

(e) In the event that any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, unless such provision is narrowed by judicial construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable. If, notwithstanding the foregoing, any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining portion of such provision or the other provisions of this Agreement and without affecting the validity or enforceability of such provision or the other provisions of this Agreement in any other jurisdiction.

(f) No waiver of any breach or default or any right under this Agreement shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default or right, whether of the same or similar nature or otherwise.

(g) This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns.

(h) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.


(i) This Agreement shall be construed in accordance with the laws of the State of New York, except to the extent the validity, perfection or enforcement of a security interest hereunder in respect of any particular Collateral are governed by a jurisdiction other than the State of New York in which case such law shall govern.

(j) The Company hereby irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in the Southern District of the State of New York over any

action or proceeding arising out of or relating to this Agreement, and the Company hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Company further waives any objection to venue in such State and any objection to an action or proceeding in such State on the basis of forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

**THE COMPANY:
ODIMO INCORPORATED**

By: 
Name: Alan Lipton
Title: President

LENDERS:


SOFTBANK CAPITAL PARTNERS LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

SOFTBANK CAPITAL LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

ALAN LIPTON


Alan Lipton

SOFTBANK CAPITAL ADVISORS FUND LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

DATA INVESTMENT LLC

By: _____
Name: Philippe Laub
Title: President

TARPLEY PROPERTY HOLDINGS, INC.

By: _____
Name: Kenneth Henderson
Title: President

Oct 24 02 02:29p

Grace Arrascaeta

954-835-2152

p. 10

10/23/02 WED 12:22 FAX 16178289301

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

**THE COMPANY:
ODIMO INCORPORATED**

By: _____
Name: Alan Lipton
Title: President

LENDERS:

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By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

SOFTBANK CAPITAL ADVISORS FUND LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

SOFTBANK CAPITAL LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

DATA INVESTMENT LLC

By: _____
Name: Philippe Laub
Title: President

ALAN LIPTON

Alan Lipton

TARPLEY PROPERTY HOLDINGS, INC.

By: _____
Name: Kenneth Henderson
Title: President

Oct 24 02 02:30p

Grace Arrascaeta

954-835-2152

p. 11

10/24/02 06:26 FAX 212 944 2506

ROUGH DIAMOND/PHILIPPE

002

TOTAL P.02

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

**THE COMPANY:
ODIMO INCORPORATED**

By: _____
Name: Alan Lipton
Title: President

LENDERS:

SOFTBANK CAPITAL PARTNERS LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

SOFTBANK CAPITAL LP
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Its General Partner

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Title: Administrative Member


ALAN LIPTON

Alan Lipton

SOFTBANK CAPITAL ADVISORS FUND LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

DATA INVESTMENT LLC

By: 
Name: Philippe Laut
Title: President

TARPLEY PROPERTY HOLDINGS, INC.

By: _____
Name: Kenneth Henderson
Title: President

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A. LAUB BUBB

24-OCT-2002 09:04

Oct 24 02 02:30p

Grace Annascaeta

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P. 12

SENT BY:

10-24- 2 :10:44AM ;

BRYAN CAVE LLP-

954 835 2152;# 4/ 4

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

THE COMPANY:

ODIMO INCORPORATED

By: _____
Name:
Title:

LENDERS:

SOFTBANK CAPITAL PARTNERS LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

SOFTBANK CAPITAL LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

ALAN LIPTON

Alan Lipton

SOFTBANK CAPITAL ADVISORS FUND LP
By: SOFTBANK Capital Partners LLC
Its General Partner

By: _____
Name: Steven J. Murray
Title: Administrative Member

DATA INVESTMENT LLC

By: _____
Name: Philip Laub
Title: President

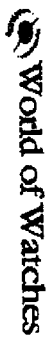



TARPLEY PROPERTY HOLDINGS, INC.

By: 
Name: Kenneth Henderson
Title: President

Schedule 2(c)

TRADEMARK HOLDINGS OF ODIMO INCORPORATED
 HANDLED BY OBLON SPIVAK MCCLELLAND MAIER & NEUSTADT P.C.

Pending

| Docket Number | Country | Mark | Appln. No. | Filing Date | Class | Status |
|--|--------------------------|---|--|--|--|---|
| 10730-0001-13 CA | Canada | DIAMONDDEPOT.COM | 1,047,419 | 02/21/00 | 14 | Published |
| 208482CA-10730-13-WOW | Canada |  World of Watches | 1,103,000 | 05/15/01 | 42 | Pending |
| 193288EU-10730-13 | EU | DIAMONIX.COM | 1736750 | 06/20/00 | 14 & 35 | Pending |
| 193284JP-10730-13 10730-0009-13 | Japan USA | DIAMOND.COM | 2000-078158 75/793,521 | 07/13/00 09/07/99 | 14 35 | Pending Pending |
| 196034US-10730-13 | USA |  DIAMOND.COM AN ODIMO COMPANY | 76/110,581 | 08/16/00 | 14 & 35 | Pending |
| 196038US-10730-13 | USA |  World of Watches | 76/112,031 | 08/16/00 | 35 & 42 | Pending |
| 208455US-10730-13-WOW 212403US-10730-13 | USA USA | DIAMOND.BIZ | 76/255,220 78/077,388 | 05/10/01 08/03/01 | 42 35 | Published Pending |
| Docket Number | Country | Mark | Appln. No. | Filing Date | Reg. Date | Class Status |
| 194253JP-10730-13-WOW 194255JP-10730-13-WOW | Japan Japan | WORLD OF WATCHES WORLDPOFWATCHES.COM | 2000-078159 2000-078160 | 07/13/00 07/13/00 | 10/19/01 02/15/02 | 35 14 Registered Registered |
| 193286GB-10730-13 194251GB-10730-13-WOW 194257GB-10730-13-WOW 10730-0001-13 | UK UK UK USA | WORLD OF WATCHES WORLDPOFWATCHES.COM DIAMONDDEPOT.COM | 2236556 2240221 2240220 75/907,205 | 06/20/00 07/21/00 07/21/00 02/02/00 | 06/01/01 09/21/01 11/23/01 | 14 14 & 35 Registered Registered Registered |
| 193211US-10730-13-WOW 193282US-10730-13 193283US-10730-13-WOW 193597US-10730-13 | USA USA USA USA | WORLDPOFWATCHES.COM 1-888-DIAMOND WORLD OF WATCHES 1-888-WATCHES | 76/069,840 76/071,351 75/845,964 75/871,635 | 06/14/00 06/16/00 11/10/99 12/14/99 | 08/28/01 03/19/02 11/07/00 11/27/01 | 35 42 Registered Registered Registered |
| 196926US-10730-13 | USA |  | 76/122,614 | 09/01/00 | 01/08/02 | 14 & 35 Registered |