

12/17/03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Wine.com, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/01/03

2. Name and address of receiving party(ies)

Name: ORIX Venture Finance LLC

Internal

Address:

Street Address: 1177 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) See Attached List

B. Trademark Registration No.(s) See Attached List

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 3.41): \$ 815.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn

Name of Person Signing

Robin C. Dunn

Signature

December 16, 2003

Date

Total number of pages including cover sheet, attachments, and document: 10

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

12/18/2003 LAUELLER 00000086 2303037

01 FC:8521 02 FC:8522

40.00 OP 775.00 OP

TRADEMARK REEL: 002880 FRAME: 0077

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
<u>Active Marks:</u>		
ASK THE CORK DORK ®	2,303,037	12/21/99
BUILD YOUR CELLAR ™	76-323,925	10/10/01
CLASSIC CELLARS ®	2,426,706	2/6/01
DISCOVERY CLUB ®	2,475,229	8/7/01
MAN AND BOTTLE Design Only ®	2,498,220	10/16/01
MAN AND BOTTLE Design Only ®	2,611,707	8/27/02
MAN AND BOTTLE Design Only ®	2,603,774	8/6/02
NAXON ®	2,379,410	8/22/00
NAXON NETWORK ®	2,379,416	8/22/00
WINE ANYONE ®	052578 (CA)	12/14/99
WINE ANYONE ®	105896 (CA)	9/29/99
WINE ANYONE ®	T/S 33951 (OR)	12/21/99
WINE ANYONE ®	2,621,796	9/17/02
WINE ODYSSEY ™	76-324,182	10/10/01
WINE.COM ™	76-133,492	9/21/00
WINE.COM and Design ™	76-133,489	9/21/00
WINE.COM ™	76-133,494	9/21/00
WINE.COM and Design ™	76-133,694	9/21/00
WINE.COM and Design ™	76-133,488	9/21/00
WINE.COM ™	76-133,493	9/21/00
WINES OF THE WORLD ™	76-324,181	10/10/01
WINESHOPPER.COM ®	339,045 (NH)	2/15/00
<u>Inactive Marks:</u>		
BEERSHOPPER.COM ™	75-707,062	5/14/99
CLUB BUBBLY ™	75-870,602	12/13/99
EATOPIA ™	75-315,090	6/26/97
EMPOWER THE WORLD TO ENJOY! ™	75-894,100	1/7/00
ENJOY ™	75-831,632	10/25/99
ENJOY AND DESIGN ™	75-831,627	10/25/99

TRADEMARK

REEL: 002880 FRAME: 0078

#4 Recordation Form Cover Sheet Trademarks only

Description	Registration/ Application Number	Registration/ Application Date
LIQUORSHOPPER.COM TM	75-704,417	5/12/99
SKYCELLAR TM	75-524,137	7/21/98
VIRTUAL VINEYARDS TM	2,079,604	7/15/97
VIRTUAL VINEYARDS TM	2,537,943	2/12/02
VIRTUAL VINEYARDS and Design TM	864,156 (Canada)	12/12/97
VIRTUAL VINEYARDS GOURMET TM	75-321,248	7/8/97
WINESHOPPER.COM TM	75-979,109	5/12/99
WINESHOPPER.COM TM	75-703,983	5/12/99
WWW.VIRTUALVIN.COM TM	2,114,253	11/18/97

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **December 1, 2003** by and between **ORIX Venture Finance LLC** ("ORIX") and **Wine.com, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated December 1, 2003 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

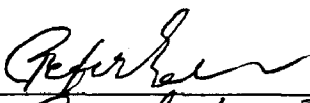
software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Wine.com, Inc.

114 Sansome St.
San Francisco, California 94104

By 
Title President & CEO

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By _____
Kevin P. Sheehan,
President and CEO

Form: Version-1

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Wine.com, Inc.

114 Sansome St.
San Francisco, California 94104

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

Form: Version-1

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Active Marks:</u>		
ASK THE CORK DORK [®]	2,303,037	12/21/99
BUILD YOUR CELLAR [™]	76-323,925	10/10/01
CLASSIC CELLARS [®]	2,426,706	2/6/01
DISCOVERY CLUB [®]	2,475,229	8/7/01
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MAN AND BOTTLE Design Only [®]	2,611,707	8/27/02
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WINE ANYONE [®]	T/S 33951 (OR)	12/21/99
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WINE.COM [™]	76-133,492	9/21/00
WINE.COM and Design [™]	76-133,489	9/21/00
WINE.COM [™]	76-133,494	9/21/00
WINE.COM and Design [™]	76-133,694	9/21/00
WINE.COM and Design [™]	76-133,488	9/21/00
WINE.COM [™]	76-133,493	9/21/00
WINES OF THE WORLD [™]	76-324,181	10/10/01
WINESHOPPER.COM [®]	339,045 (NH)	2/15/00
<u>Inactive Marks:</u>		
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CLUB BUBBLY [™]	75-870,602	12/13/99
EATOPIA [™]	75-315,090	6/26/97
EMPOWER THE WORLD TO ENJOY! [™]	75-894,100	1/7/00
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WINESHOPPER.COM TM	75-703,983	5/12/99
WWW.VIRTUALVIN.COM TM	2,114,253	11/18/97

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1191271-900000
12/04/03

TRADEMARK
REEL: 002880 FRAME: 0084

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.