

10-21-2004

FORM PTO-1594

RECO



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)

102865173

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

1. Name of conveying party(ies):

Odimo Incorporated

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

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

3. Nature of conveyance:

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

Execution Date: July 31, 2004

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

Name: **Silicon Valley Bank**

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- 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

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

78/161,282

75/806,672

B. Trademark No.(s)

2,634,553 2,513,534

2,527,126 2,401,981

2,469,836 2,454,068

2,551,294

2,482,102

2,487,016

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$315

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/20/2004 ECDOPER 00000231 78161279

01 FL:8521 40.00 OP
02 FC:8522 275.00 OP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

10/21/04
Date

Janice Chua

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

TRADEMARK
REEL: 003064 FRAME: 0720

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 31, 2004 by and between SILICON VALLEY BANK ("Bank") and ODIMO INCORPORATED ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor ASHFORD.COM, INC., and D.I.A. MARKETING, INC. (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, ASHFORD.COM, INC., and D.I.A. MARKETING, INC. and Grantor 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank 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 be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

exercise by Bank 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 Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

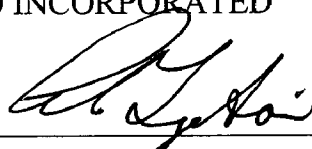
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

ODIMO INCORPORATED

By: 
Name:
Title:

Address of Bank:

BANK:

SILICON VALLEY BANK

By: _____
Name
Title

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:

ODIMO INCORPORATED

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK


By:  _____
Name Dale Kirkland
Title SVF

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
How to Buy a Diamond	TX-5-424-527	08/03/2001
E- Diamond Buying Kit	TX-5-625-281	08/03/2001
DiamondDepot.Com	TXu-906-235	09/02/2001
DiamondDepot.Com	TXu-906-236	02/12/2001
World of Watches.Com	Not available	07/28/2004
Ashford.Com	Not available	07/28/2004
Diamond.Com	Not available	07/28/2004

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>	<u>Status</u>
DIAMOND.BIZ	78/077388	8/03/2001	United States	Abandoned
WORLD OF WATCHES & Design	2634553	10/15/2002	United States	Registered
A PERK FOR YOUR WORK	76/156667	10/31/2000	United States	Abandoned
O Stylized	2527126	1/08/2002	United States	Registered
DIAMOND.COM AN ODIMO COMPANY & Design	76/112031	08/16/2000	United States	Abandoned
DIAMOND.COM AN ODIMO COMPANY	76/115081	8/16/2000	United States	Abandoned
AS Stylized	2469836	07/17/2001	United States	Registered
1-888-DIAMOND	2551294	03/19/2002	United States	Registered
WORLD OF WATCHES.COM	2482102	8/28/2001	United States	Registered
ODIMO.COM	76/012544	3/28/2002	United States	Abandoned
TRUST, LOVE, GIVE	75/911497	02/03/2000	United States	Abandoned
ODIMO.COM	75/907204	02/02/2000	United States	Abandoned
THE POWER TO TRUST	75/907203	02/02/2000	United States	Abandoned
DIAMONDDEPOT.COM	2487016	09/11/2001	United States	Registered
1-888-WATCHES	2513534	11/27/2001	United States	Registered
WORLD OF WATCHES	2401981	11/7/2000	United States	Registered
A & Design	2454068	5/22/2001	United States	Registered
ASHFORD.COM	78/161279	09/06/2002	United States	Pending
ASHFORD	78/161282	09/06/2002	United States	Pending
A & Design	75/806672	09/22/1999	United States	Pending
DIAMOND.COM	75/793521	9/07/1999	United States	Abandoned
DIAMOND.COM & Design	2000-078158	07/13/2000	Japan	Pending
WORLD OF WATCHES	4514620	10/19/2001	Japan	Registered
WORLD OF WATCHES.COM	4543977	02/15/2002	Japan	Registered
DIAMOND.COM & Design	2236556	06/01/2001	United Kingdom	Registered
WORLD OF WATCHES	2240221	09/21/2001	United Kingdom	Registered
WORLD OF WATCHES.COM	2240220	11/23/2001	United Kingdom	Registered