

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bidz.com, Inc.		07/06/2006	CORPORATION: DELAWARE
Bidz.com, Inc.		07/06/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Retail Finance, a Division of LaSalle Busines Credit, LLC, as Agent		
<b>Street Address:</b>	25 Braintree Hill Office Park, Suite 205		
<b>City:</b>	Braintree		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02169		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2763298	BIDZ.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)574-7860		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617 574-7914		
<b>Email:</b>	pyerby@goulstonstorrs.com		
<b>Correspondent Name:</b>	Patrick Yerby, Esq.		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 2:</b>	Goulston & Storrs		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	09805.0042-1879		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>Signature:</b>	/Andrew Nash/		

OP \$40.00 2763298

Date:

07/17/2006

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2006 by and among Bidz.com, Inc., a California corporation, Bidz.com, Inc., a Delaware corporation (the California and Delaware entities are collectively referred to as the "Grantor"), and LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as Agent for LaSalle Bank Midwest National Association, (the "Secured Party") in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

Reference is made to: (a) the Loan and Security Agreement dated as of July \_\_\_\_, 2006 (as such may be amended, modified, supplemented or restated hereafter, the "Loan Agreement") by and among (i) the Grantor and (ii) the Secured Party. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement. The Secured Party has agreed to make Loans and provide other financial accommodations to the Grantor pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. The obligations of the Secured Party to make such loans and financial accommodations are each conditioned upon, among other things, the execution and delivery by the Grantor of the Loan Agreement and an agreement in the form hereof to secure the Obligations. Accordingly, the Grantor and the Secured Party (and their respective successors or assigns), hereby agree as follows:

1. Definitions: As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all patents, patent applications, letters patent and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues, extensions, continuations and continuations-in-part of said letters patent including, without limitation, the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. Grant Of Security Interest: In furtherance and as confirmation of the security interest granted by the Grantor to the Secured Party under the Loan Agreement, and as further security for the payment or performance in full of the Obligations, the Grantor hereby ratifies such security interest and grants to the Secured Party a continuing security interest in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.

- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantor's rights corresponding to any of the foregoing throughout the world.
- (i) All Proceeds of any of the foregoing.

In addition, with respect to the Trademarks, the Grantor has executed in blank and delivered to the Secured Party an assignment of federally registered trademarks in substantially the form of ANNEX 1 hereto (the "Assignment of Marks"). The Grantor hereby authorizes the Secured Party to complete as assignee and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing and the proper exercise of the Secured Party's remedies under this Agreement and under the Loan Agreement. In addition to, and not by way of limitation of, the foregoing grant of the Trademarks and Patents, the Grantor grants, assigns, transfers, conveys and sets over to the Secured Party, the Grantor's entire right, title and interest in and to the Trademarks, Trademark Licenses, the Patents, and Patent Licenses.

3. Protection Of Intellectual Property By The Grantor: Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

- (a) Timely pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) The Grantor shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Secured Party, which

consent shall not be unreasonably withheld.

- (d) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (e) The Grantor shall, at the Grantor's sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Grantor or its operations.
- (f) At the Grantor's sole cost, expense, and risk, take any and all action, which the Grantor reasonably requires to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Grantor's Representations And Warranties: The Grantor represents and warrants that:

- (a) **EXHIBIT A** is a true, correct and complete list of all registered Copyrights and Copyright Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Copyright Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on **EXHIBIT A** and have been delivered to the Secured Party. The Grantor does not have any material unregistered Copyrights.
- (b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Patent Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on **EXHIBIT B** and have been delivered to the Secured Party.
- (c) **EXHIBIT C** is a true, correct and complete list of all registered Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Trademark Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on **EXHIBIT C** and have been delivered to the Secured Party. The Grantor does not have any material unregistered Trademarks.
- (d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to

which the Grantor is the licensor or franchisor.

- (e) All IP Collateral is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than Permitted Liens and Liens in favor of the Secured Party.
- (f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of the Grantor's business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does the Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. The Grantor shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof. The Grantor considers that the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a material adverse effect on the business or the property of the Grantor.
- (g) The Grantor shall give the Secured Party written notice (with reasonable detail) as soon as reasonably possible, but in any event within five (5) days following the occurrence of any of the following:
  - (i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
  - (ii) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
  - (iii) The Grantor's entering into any new material Licenses.
  - (iv) The Grantor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.
- (h) The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate or other action and do not contravene any law, rule, regulation or

any judgment, decree or order of any tribunal or of any agreement to which the Grantor is a party or by which any of its property is bound.

5. **Agreement Applies To Future Intellectual Property:**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the request of the Secured Party, the Grantor shall promptly execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark, License and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Secured Party to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending **EXHIBITS A, B or C** to include any such additional property or rights described in Section 4(g), above.

6. **Grantor's Right To Enforce Intellectual Property:** Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) The Grantor first provides the Secured Party with written notice of the Grantor's intention to so sue for enforcement of any Intellectual Property.
- (b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

7. **Secured Party's Actions To Protect Intellectual Property:** In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence and continuance of any Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Secured Party's own right in connection therewith. In the event of any material infringement by a third party of any of the Patents, Trademarks or Copyrights, the Grantor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the



cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, such action as the Secured Party deems reasonably necessary. If the Grantor shall fail to take such action within fourteen (14) days after such notice is given to the Secured Party, the Secured Party may upon notice to the Grantor, but shall not be required to, itself take such action in the name of the Grantor, and the Grantor hereby appoints the Secured Party the true and lawful attorney of the Grantor, for it and in its name, place and stead, on behalf of the Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

8. Rights Upon Default:

- (a) Upon the occurrence and continuance of any Event of Default, which has not been waived in writing by Secured Party, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts or an applicable jurisdiction, with respect to the Intellectual Property, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and is continuing and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantor ten (10) days' prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.
- (b) If any Event of Default shall have occurred and shall not have been expressly waived by Secured Party in writing, the Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Secured Party.
- (c) To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default, which has occurred and is continuing, to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.
- (d) The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties

in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. The Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's or any Secured Party's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and the Grantor hereby irrevocably waives the benefits of all such laws.

9. Secured Party As Attorney In Fact:

- (a) The Grantor hereby irrevocably constitutes and designates the Secured Party as the Grantor's attorney in fact:
  - (i) To exercise any of the rights and powers referenced herein.
  - (ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the purposes of this Agreement, the perfection of the security interest granted herein, the exercise of the Secured Party's rights and remedies hereunder, and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party or all Obligations are indefeasibly paid in full and any and all of the Secured Party's obligations under the Loan Agreement have finally terminated.
- (c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Secured Party's Rights: Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: The Grantor shall, at the Grantor's sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the state of New York or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the Patents or Trademarks, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at the Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without the Grantor's signature, as the Secured Party may deem appropriate. In the event that any rerecording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

12. Indemnity: In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantor shall hold the Secured Party harmless from any and all costs, damages, Obligations and expenses that may be incurred by the Secured Party (other than as a result of gross negligence or willful misconduct of the Secured Party) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain patent or trademark counsel, as the case may be, acceptable to the Secured Party.

13. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all

in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

14. Releases: The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks any of the Grantor proposes to abandon, the Secured Party agrees that, prior to an Event of Default, it will release its security interest in any Patent or Trademark the Grantor proposes to abandon so long as such Patent or Trademark is no longer used by the Grantor and is not material to the operations of the Grantor, *provided* that after the occurrence and during the continuance of an Event of Default which has not been expressly waived by Secured Party in writing, the Secured Party's consent will be required prior to any such release and abandonment.

15. Intent: This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Secured Party in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Secured Party shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

16. Miscellaneous:

(a) The Grantor shall hold the Secured Party harmless from any and all costs, damages and expenses which may be incurred by the Secured Party or the Grantor in connection with any action or failure to act by the Secured Party in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party.

(b) Any and all rights and interests of the Secured Party in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the same)

provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof.

(c) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or the United States of America for the District of Massachusetts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Loan Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

(h) THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF

DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 16(h) any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 16.

(i) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed and delivered as of the date first above written.

**BIDZ.COM, INC.**

**a California corporation**

By:  \_\_\_\_\_

Lawrence Y. Kong

CFO and Treasurer

**BIDZ.COM, INC.**

**a Delaware corporation**

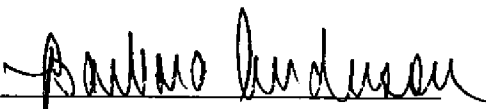
By:  \_\_\_\_\_

Lawrence Y. Kong

CFO and Treasurer

*Signature Page to Intellectual Property Security Agreement  
by and between Bidz.com, Inc. and LaSalle Retail Finance*

**LASALLE RETAIL FINANCE, A DIVISION OF  
LASALLE BUSINESS CREDIT, LLC,  
AS AGENT FOR LASALLE BANK MIDWEST  
NATIONAL ASSOCIATION**

By: 

Barbara Anderson

Senior Vice President

*Signature Page to Intellectual Property Security Agreement*

*by and between Bidz.com, Inc. and LaSalle Retail Finance*

**TRADEMARK  
REEL: 003349 FRAME: 0532**



EXHIBIT A

**Intellectual Property**

Trade Name: Bidz.com

**EXHIBIT B**

**Patents**

**Pending Patten  
on Software:**

**On-Line Auction**

**SN 10/223142**

**Filed August 19, 2002**

**Filed by Robert Seldon, Attorney at Law**

**Seldon & Scillieri**

**10940 Wilshire Blvd. 18th Floor Los Angeles CA 90024**

**Phone: (310) 443-9100, (310) 453-1550**

**FAX: (310) 443-9130**

**seldonlaw@verizon.net**

EXHIBIT C

**Trademarks**

Common Law  
Trade mark rights

Web Domain: [www.Bidz.com](http://www.Bidz.com)

Trade Logo

Registered 9/16/2003; Num 2763298

ANNEX 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Bidz.com, Inc., a corporation organized and existing under the laws of the state of Delaware, having a principal place of business and its chief executive offices at 3562 Eastham Dr., Culver City, CA 90232 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, LaSalle Retail Finance, A Division of La Salle Business Credit LLC, as Agent for LaSalle Bank Midwest National Association, having a place of business at 25 Braintree Hill Office Park, Suite 205, Braintree, MA, 02169 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 6 day of July, 2006.

Bidz.com, Inc

By: 

Name: David Zinberg

Title: Chief Executive Officer

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_, 20\_\_.

LASALLE RETAIL FINANCE

By: \_\_\_\_\_

Name:

Title:

ANNEX

Trademark Registrations/Application United States Patent and Trademark Office

Service Mark

Serial/Registration No.

Registration Date

Trademark

ANNEX

Patent

Registrations  
United States Patent and Trademark Office  
Patent No.

Patent

Applications  
United States Patent and Trademark Office  
Patent Application No.