

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
netPickle, Inc.		01/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Iconix, Inc.		
Street Address:	2200 Laurelwood Road, Suite A		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77120391	ROCK YOU!	
CORRESPONDENCE DATA			
Fax Number:	(650)614-7401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-614-7400		
Email:	agarcia@orrick.com, ipprosecution@orrick.com		
Correspondent Name:	Diana M. Rutowski, Esq.		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	17198-6001		
NAME OF SUBMITTER:	Diana M. Rutowski		
Signature:	/dr/		
Date:	06/06/2007		

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Total Attachments: 12

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FORM OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 9, 2007, is made between netPickle, Inc., a Delaware corporation (the "Grantor"), and Iconix, Inc., a Delaware corporation (the "Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in that certain Security Agreement, dated as of January 9, 2007, by and between Grantor and Secured Party (the "Security Agreement").

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Security Agreement" means that certain Copyright Security Agreement, dated January 9, 2007, by and between Grantor and Secured Party.

"Note" the Full Recourse Secured Promissory Note, dated January 9, 2007, by and between Grantor in favor of Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby grants, assigns, and conveys to Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all present or future patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in

Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all present or future state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; provided, however, that in no event shall the Collateral include any intent-to-use trademark application until such time that a statement of use has been filed and accepted with the applicable trademark office;

(iii) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(iv) all accounts arising out of the foregoing properties, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(v) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding the foregoing, the Collateral excludes any undeveloped and unpatented ideas, concepts and designs.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary and reasonable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Grantor will record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO.

SECTION 6 Future Rights. At the time Grantor makes any application for or obtains any registration of any patent or trademark with the PTO (each, "After-Acquired IP"), Grantor shall concurrently record with the PTO evidence of Secured Party's Lien on such After-Acquired IP.

SECTION 7 Secured Party Appointed Attorney-in-Fact. The Secured Party shall have the right to, in the name of the Grantor, or in the name of the Secured Party or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or parties designated by the Secured Party) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Secured Party (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6, to the extent not recorded by Grantor), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Secured Party deems reasonably necessary in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Secured Party's security interest in, the Collateral; and (ii) after the occurrence of any Event of Default, to execute any and all documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Secured Party may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Secured Party to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, that in no event shall the Secured Party have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Secured Party Performance of Grantor Obligations. The Secured Party may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement.

SECTION 9 Secured Party's Duties. Notwithstanding any provision contained in this Agreement, the Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Secured Party hereunder, the Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Secured Party shall have, in addition to all other rights and remedies granted to it in this Agreement, the Note and the Security Agreement, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Secured Party shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Secured Party's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party deems necessary or advisable, in the name of the Grantor or the Secured Party, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by email or facsimile transmission) and shall be mailed (by certified or registered mail), sent or delivered at or to the address, email address or facsimile number of the respective party or parties set forth on the signature pages hereof, or at or to such other address, email address or facsimile number as such party or parties shall have designated in a written notice to the other party or parties. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as distribution of informational documents or documents for execution by the parties thereto, and may not be used for any other purpose.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Party.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and the Secured Party and their respective successors and

assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except in connection with a Permitted Asset Sale or as otherwise specifically permitted by the Security Agreement.

SECTION 14 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 15 Entire Agreement; Amendment; Conflict. This Agreement, the Note and the Copyright Security Agreement contain the entire agreement of the parties with respect to the subject matter hereof, including, without limitation, that certain Settlement Agreement (the "Settlement Agreement"), dated November 17, 2006, by and among the Secured Party, Grantor, Lance Tokuda and Jia Shen. This Agreement shall not be amended except by the written agreement of the parties (except where provided herein) To the extent that any provision of this Agreement conflicts with any provision of the Settlement Agreement, the terms of the Settlement Agreement shall control.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the Note may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 19 Termination. Upon the payment and performance in full of all Obligations and payment and performance in full of all obligations and commitments under the Note, the security interests contemplated by this Agreement shall terminate and the Secured Party shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR

NETPICKLE, INC.

By: *Jia Shun*
Title: *Co President*

Address:

Attn: _____
Fax No.: _____
Email: _____

SECURED PARTY

ICONIX, INC.

By: _____
Title: _____

Address:

Attn: _____
Fax No.: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

NETPICKLE, INC.

By: _____

Title: _____

Address: _____

Attn: _____

Fax No.: _____

Email: _____

THE SECURED PARTY

ICONIX, INC.

By:  _____

Title: _____

Address: _____

2200 LAURELWOOD ROAD, SUITE A
SANTA CLARA, CA 95054

Attn: JOSE J. PICAZO, JR.

Fax No.: 408-727-6249

Email: jose.picazo@iconix.com

SCHEDULE A
to the Patent and Trademark Security Agreement

NETPICKLE, INC.

Issued U.S. Patents of the Grantor

NONE AS OF MAY 16, 2007

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
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Pending U.S. Patent Applications of the Grantor

NONE AS OF MAY 16, 2007

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
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SCHEDULE B
to the Patent and Trademark Security Agreement

NETPICKLE, INC.

U.S. Trademarks of the Grantor

NONE AS OF MAY 16, 2007

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
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Pending U.S. Trademark Applications of the Grantor

AS OF MAY 16, 2007

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77120391	2007-03-01	NetPickle, Inc.	ROCK YOU!

pa-1118485

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