

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
Hayneedle, Inc.		01/05/2011	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	230 West Monroe Street
Internal Address:	Suite 730
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3185528	ADIRONDACKCHAIRS.COM
Registration Number:	3028006	BAKERSRACKS.COM
Registration Number:	3031854	BEANBAGS.COM
Registration Number:	3073550	CLOCKSTYLE
Registration Number:	3189423	COFFEETABLESGALORE.COM
Registration Number:	3502978	CORAL COAST
Registration Number:	3765350	
Registration Number:	3015657	DIRECTORS CHAIRS.COM
Registration Number:	3035091	DOGHOUSES.COM
Registration Number:	3355370	FIREPLACE SCREENS.COM
Registration Number:	2718948	HAMMOCKS.COM
Registration Number:	3706260	HAYNEEDLE
Registration Number:	3732316	HAYNEEDLE

CH \$640.00 3185528

Registration Number:	3169468	J. HAMMOCK
Registration Number:	3115507	JEWELRYARMOIRE.COM
Registration Number:	3017973	JUSTGLOBES.COM
Registration Number:	3075942	JUSTGLOBES.COM
Registration Number:	3219046	NETSHOPS
Registration Number:	3762767	VARIETY, SWEET VARIETY
Registration Number:	3156251	WINDCHIME.COM
Serial Number:	77738465	FIGHT SAMENESS
Serial Number:	77794145	I FOUND IT
Serial Number:	85103444	THE FOUNDARY
Serial Number:	85103449	THE FOUNDERY
Serial Number:	77927380	ZHUMELL

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	638305-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/10/2011

Total Attachments: 14

source=1-10-11 Hayneedle-TM#page1.tif
source=1-10-11 Hayneedle-TM#page2.tif
source=1-10-11 Hayneedle-TM#page3.tif
source=1-10-11 Hayneedle-TM#page4.tif
source=1-10-11 Hayneedle-TM#page5.tif
source=1-10-11 Hayneedle-TM#page6.tif
source=1-10-11 Hayneedle-TM#page7.tif
source=1-10-11 Hayneedle-TM#page8.tif
source=1-10-11 Hayneedle-TM#page9.tif
source=1-10-11 Hayneedle-TM#page10.tif
source=1-10-11 Hayneedle-TM#page11.tif
source=1-10-11 Hayneedle-TM#page12.tif
source=1-10-11 Hayneedle-TM#page13.tif
source=1-10-11 Hayneedle-TM#page14.tif

TRADEMARK

REEL: 004449 FRAME: 0758

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Hayneedle, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>NE</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Silicon Valley Bank</u> Internal Address: <u>Suite 720</u> Street Address: <u>230 West Monroe St.</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60606</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>CA, USA</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>1/5/11</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>See Exhibit C</u></p> <p>B. Trademark Registration No.(s) <u>See Exhibit C</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Corporation Service Company</u> Internal Address: <u>Suite 210</u> Street Address: <u>1180 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> Phone Number: <u>212-299-5600</u> Fax Number: <u>212-299-5656</u> Email Address: _____ ORDER# _____</p>	<p>6. Total number of applications and registrations involved: 25</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>[Signature]</u> <u>1/10/11</u> Signature Date</p> <p style="text-align: center;"><u>Laura A. Cadogan</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 14</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and HAYNEEDLE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the Effective Date (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 (as each term is described below) 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, until all Obligations (as defined in the Loan Agreement) have been paid in full and the Loan Agreement has been terminated, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation any of the foregoing which are registered as set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications which are registered as set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation any of the foregoing which are registered as set forth on Exhibit C attached hereto (collectively, the "Trademarks");
6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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:

12720 J Street, Suite 200
Omaha, NE 68137

Attn: Donn Raymond, CFO

GRANTOR:

HAYNEEDLE, INC.

By: 

Title: President / CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Loan Services

BANK:

SILICON VALLEY BANK

By: _____

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:

HAYNEEDLE, INC.

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Jesse Meyer

Attn: Loan Services

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

Hayneedle, Inc.

Printed: 10/26/2010

Trademark Report By Title
Search Criteria

ClientID 1241601

Display Options

Owner All

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
---------	-------	-------	--------	-------	--------	---------

ADIRONDACKCHAIRS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/29/2004	78/491,540	12/19/2006	3,185,528	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

BAKERSRACKS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/29/2004	78/491,650	12/13/2005	3,028,006	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

BEANBAGS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/29/2004	78/491,772	12/20/2005	3,031,854	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

CLOCKSTYLE

UNITED STATES	04/07/2005	78/603,817	03/28/2006	3,073,550	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

COFFEETABLESGALORE.COM

UNITED STATES	02/15/2006	78/815,330	12/26/2006	3,189,423	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

CORAL COAST

UNITED STATES	01/27/2005	78/555,245	09/16/2008	3,502,978	REGISTERED	020
---------------	------------	------------	------------	-----------	------------	-----

DESIGN OF OVERLAPPING STRAIGHT LINES IN DIFFERENT COLORS

Error! Filename not specified.

UNITED STATES	05/15/2009	77/738,461	03/23/2010	3,765,350	REGISTERED	35
---------------	------------	------------	------------	-----------	------------	----

DIRECTORS CHAIRS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/29/2004	78/491,767	11/15/2005	3,015,657	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
---------	-------	-------	--------	-------	--------	---------

DOGHOUSES.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/30/2004	78/492,600	12/27/2005	3,035,091	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

FIGHT SAMENESS

UNITED STATES	05/15/2009	77/738,465			ALLOWED	35
---------------	------------	------------	--	--	---------	----

FIREPLACE SCREENS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	03/21/2007	77/136,421	12/18/2007	3,355,370	REGISTERED	035, 035
---------------	------------	------------	------------	-----------	------------	----------

HAMMOCKS.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	05/20/2002	76/409,355	05/27/2003	2,718,948	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

HAYNEEDLE (WORDS ONLY)

ARGENTINA	10/30/2008	2,870,700	10/22/2009	2,323,170	REGISTERED	35
AUSTRALIA	06/18/2008	1251887	06/18/2008	967315	REGISTERED	35
AUSTRIA	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
BENELUX	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
BRAZIL	11/17/2008	830111352			PENDING	35
CANADA	08/20/2008	1,407,905			PENDING	35
CHINA	06/06/2010	8302383			PENDING	35
CZECH REPUBLIC	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
DENMARK	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FEDERATION OF RUS	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FINLAND	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FRANCE	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
GERMANY	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
GREECE	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
HONG KONG	06/11/2008	301234421	11/06/2008	301234421	REGISTERED	35
HUNGARY	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
IRELAND	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
ITALY	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
JAPAN	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
MEXICO	06/20/2008	942472	06/20/2008	1067170	REGISTERED	35
NORWAY	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
POLAND	06/18/2008	967315	06/18/2008	967315	REGISTERED	35

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
PUERTO RICO	11/12/2008				PENDING	35
SINGAPORE	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SOUTH KOREA	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SPAIN	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SWEDEN	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SWITZERLAND	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
UNITED KINGDOM	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
UNITED STATES	05/16/2008	77/476,183	11/03/2009	3,706,260	REGISTERED	35

HAYNEEDLE (WORDS & DESIGN)

Error! Filename not specified.

ARGENTINA	10/30/2008	2,870,701	10/22/2009	2,323,171	REGISTERED	35
AUSTRALIA	12/10/2008	1282582	12/10/2008	989679	REGISTERED	35
AUSTRIA	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
BENELUX	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
BRAZIL	11/17/2008	901313165			PENDING	35
CANADA	08/21/2008	1,408,043			PENDING	35
CHINA	06/06/2010	8302382			PENDING	35
CZECH REPUBLIC	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
DENMARK	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
FEDERATION OF RUS	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
FINLAND	12/10/2008	989679			PENDING	35
FRANCE	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
GERMANY	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
GREECE	12/10/2008	989679			PENDING	35
HONG KONG	06/11/2008	301234430	11/06/2008	301234430	REGISTERED	35
HUNGARY	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
IRELAND	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
ITALY	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
JAPAN	12/10/2008	989679			PENDING	35
MEXICO	08/26/2008	957079	08/26/2008	1076698	REGISTERED	35
NORWAY	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
POLAND	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
PUERTO RICO	11/12/2008				PENDING	35
SINGAPORE	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SOUTH KOREA	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SPAIN	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SWEDEN	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SWITZERLAND	12/10/2008	989679	12/10/2008	989679	REGISTERED	35

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
UNITED KINGDOM	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
UNITED STATES	08/04/2008	77/538,426	12/29/2009	3,732,316	REGISTERED	35

I FOUND IT

UNITED STATES	07/31/2009	77/794,145			ALLOWED	35
---------------	------------	------------	--	--	---------	----

J. HAMMOCK

UNITED STATES	05/10/2004	78/415,595	11/07/2006	3,169,468	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

JEWELRYARMOIRE.COM

UNITED STATES	04/07/2005	78/603,709	07/11/2006	3,115,507	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

JUSTGLOBES.COM (WORDS ONLY)

UNITED STATES	09/29/2004	78/491,768	11/22/2005	3,017,973	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

JUSTGLOBES.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/30/2004	78/492,592	04/04/2006	3,075,942	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

NETSHOPS

UNITED STATES	04/07/2005	78/603,800	03/13/2007	3,219,046	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

THE FOUNDRY

UNITED STATES	08/09/2010	85/103,444			PENDING	35
---------------	------------	------------	--	--	---------	----

THE FOUNDRY

UNITED STATES	08/09/2010	85/103,449			PENDING	35
---------------	------------	------------	--	--	---------	----

VARIETY, SWEET VARIETY

UNITED STATES	07/27/2009	77/790,357	03/23/2010	3,762,767	REGISTERED	35
---------------	------------	------------	------------	-----------	------------	----

WINDCHIME.COM (WORDS & DESIGN)

Error! Filename not specified.

UNITED STATES	09/30/2004	78/492,597	10/17/2006	3,156,251	REGISTERED	035
---------------	------------	------------	------------	-----------	------------	-----

ZHUMELL

UNITED STATES	02/03/2010	77/927,380			PENDING	09
---------------	------------	------------	--	--	---------	----

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
---------	-------	-------	--------	-------	--------	---------

END OF REPORT

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1255346.2