

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
ART.COM Art.com, Inc.		06/21/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	315 Montgomery Street		
Internal Address:	13th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3601346	ART.COM	
Registration Number:	3611284	ALLPOSTERS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-7000		
Email:	ksamia@mof.com, JTaylor@mof.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	753-2605		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/JLT2/		

CH \$65.00 3601346

Date:

06/21/2013

Total Attachments: 6

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SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of June 21, 2013, is entered into by ART.COM, INC., a Delaware corporation (the "Grantor"), having its principal offices at 2100 Powell Street, 10th Floor, Emeryville, California 94608, and BANK OF AMERICA, N.A. (the "Lender"), having its principal offices at 315 Montgomery Street, 13th Floor, San Francisco, California 94104.

RECITALS

WHEREAS, the Grantor and the Lender previously entered into that certain Security Agreement dated as of February 27, 2009 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor and the Lender entered into that certain Patent and Trademark Security Agreement dated as of February 27, 2009 (as amended by that certain Amendment to Patent and Trademarks Security Agreement, dated as of June 25, 2010, between the Grantor and the Lender, the "Agreement");

WHEREAS, pursuant to each of the Security Agreement and the Agreement, the Grantor granted to the Lender a security interest in certain "Collateral," including certain patents, patent applications, trademarks and trademarks applications of the Grantor; and

WHEREAS, the Grantor and the Lender wish to amend the Agreement to (a) include certain additional trademarks, patents and patent applications thereunder, and (b) amend and restate the Exhibits thereto.

NOW, THEREFORE, the Grantor and the Lender hereby agree as follows:

AGREEMENT

1. Capitalized terms used but not defined in this Amendment (including in the Recitals hereto) shall have the meanings set forth in the Security Agreement or the Agreement, as the context may require.

2. Exhibit A to the Agreement is amended to add the registered trademarks of the Grantor set forth below:

Mark	Type	Country	Date Registered	Serial No.
ART.COM	word	U.S.	4/7/09	Reg. No. 3,601,346
ALLPOSTERS	word	U.S.	4/28/09	Reg. No. 3,611,284

3. Exhibit B to the Agreement is amended to add the registered patents of the Grantor set forth below:

Description	Filing Date	Serial No.	Name of Inventors
NATURAL FRAMING SYSTEM	7/5/2011	7,973,796	Michael John Marston

4. Exhibit B to the Agreement is amended to add the pending patent applications of the Grantor set forth below:

Description	Filing Date	Serial No.	Name of Inventors
METHODS AND SYSTEMS FOR VIEWING OBJECTS WITHIN AN UPLOADED IMAGE	12/27/2010	12/978,895	Michael Heinstein, Roberto Mameli, Geoffroy Martin
METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	4/21/2011	13/091,545	Madhav Mehra, Geoffroy Martin, Thanigai Vellore
METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING EEMPLATES TO HANG PICTURE FRAMES IN VARIOUS LAYOUTS	3/15/2013	13/831,589	Madhav Mehra

5. Exhibit A to the Agreement is amended and restated in its entirety in the form set forth in Exhibit A hereto.

6. Exhibit B to the Agreement is amended and restated in its entirety in the form set forth in Exhibit B hereto.

7. The Lender may record this Amendment with the U.S. Patent and Trademarks Office, at the expense of the Grantor.

8. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed by the Grantor.


9. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF SECTION 15 OF THE SECURITY AGREEMENT RELATING TO GOVERNING LAW, ARBITRATION AND WAIVER OF THE RIGHT TO TRIAL BY JURY, THE PROVISIONS OF WHICH ARE BY THIS REFERENCE INCORPORATED HEREIN, *MUTATIS MUTANDIS*, AS IF SET FORTH HEREIN IN FULL.**

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

GRANTOR

ART.COM, INC.

By: 
Name: Chuck Kurth
Title: Chief Financial officer

LENDER

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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

GRANTOR

ART.COM, INC.

By: _____
Name: _____
Title: _____

LENDER

BANK OF AMERICA, N.A.

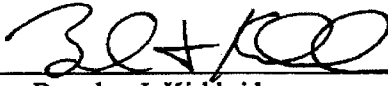


By:  _____
Name: Brandon J. Kirkbride
Title: Senior Vice President

EXHIBIT A
to Second Amendment to Patent and Trademark Security Agreement

EXHIBIT A
REGISTERED TRADEMARKS

Mark	Type	Country	Date Registered	Serial No.
art.com	logo	U.S.	7/4/06	Reg. No. 3,110,895
ART.COM	word	U.S.	4/7/09	Reg. No. 3,601,346
ALLPOSTERS	word	U.S.	4/28/09	Reg. No. 3,611,284
 AllPosters	logo	U.S.	12/27/05	Reg. No. 3,033,637
 AllPosters.com	logo	U.S.	11/19/02	Reg. No. 2,651,217
ARTIST RISING	word	U.S.	12/2/08	Reg. No. 3,540,790
artist rising	logo	U.S.	11/25/08	Reg. No. 3,537,686

PENDING TRADEMARK APPLICATIONS

None

Exhibit A

EXHIBIT B
to Second Amendment to Patent and Trademark Security Agreement

EXHIBIT B
REGISTERED PATENTS

Description	Filing Date	Serial No.	Name of Inventors
NATURAL FRAMING SYSTEM	7/5/2011	7,973,796	Michael John Marston

PENDING PATENT APPLICATIONS

Description	Filing Date	Serial No.	Name of Inventors
METHODS AND SYSTEMS FOR VIEWING OBJECTS WITHIN AN UPLOADED IMAGE	12/27/2010	12/978,895	Michael Heinstein, Roberto Mameli, Geoffroy Martin
METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	4/21/2011	13/091,545	Madhav Mehra, Geoffroy Martin, Thanigai Vellore
METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING EEMPLATES TO HANG PICTURE FRAMES IN VARIOUS LAYOUTS	3/15/2013	13/831,589	Madhav Mehra

Exhibit B

sf-3293619

RECORDED: 06/21/2013

TRADEMARK
REEL: 005054 FRAME: 0459