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To the Assistant Commissioner of Patents and Trademarks, attached original documents or copy thereof.

MRD 01-27-

1. Name of conveying party(ies):
 Joyce Freedman, Lee Freedman
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - California
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: STYLECLICK.COM INC.
 Internal Address: _____
 Street Address: 3861 Sepulveda Boulevard
 City: Culver City State: CA ZIP: 90230
 Individual(s) citizenship _____
 Association _____
 Limited Partnership _____
 Corporation - California
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
 Execution Date: 01/24/2000

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

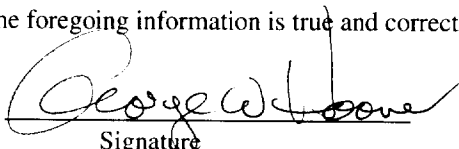
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark No.(s):
SEE ATTACHED SHEET NO. 2
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: George W Hoover
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

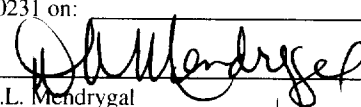
6. Total number of applications and trademarks involved: 7
 7. Total fee (37 CFR 3.41)\$ 190.00
 Enclosed
 Authorized to charged to deposit account
 8. Deposit account number:
02-2666
 (Attach duplicate copy of this page if paying by deposit account)

03/03/2000 BCDATES 00000104 1655404
 01 FC:481 40.00 DP
 02 FC:482 150.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
 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.
George W Hoover  January 27, 2000
 Name of Person Signing Signature Date

Attny Dkt No.: 057713.G000 Total number of pages including cover sheet: 5

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail - Post Office to Addressee Service Label No. EM522829362US addressed to : Box Assignment, Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231 on: January 27, 2000
 January 27, 2000
 D.L. Mendrygal Date Attny Dkt No. 057713.G000

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RECORDATION FORM COVER SHEET

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Registration Date
1,655,404	MODACAD AND DESIGN	09/03/1991
1,656,103	MODAWEAVE	09/10/1991
1,656,104	MODADRAPE	09/10/1991
1,664,906	MODAPLAN	11/19/1991
1,691,245	MODACAD	06/09/1992
1,742,817	ENVISION	12/29/1992
1,912,286	MODAFINITY	08/15/1995

RELEASE OF SECURITY INTEREST

WHEREAS, Styleclick.com, Inc. (formerly ModaCad, Inc.), a California corporation (hereinafter referred to as "Styleclick") and Joyce Freedman and Lee Freedman, U.S. citizens residing at 11823 Bellagio Road, Los Angeles, California 90049 (hereinafter collectively referred to as "the Freedmans") entered into that certain "Trademark Collateral Assignment and Security Agreement" dated October 31, 1994 (hereinafter referred to as the "Security Agreement");

WHEREAS, the indebtedness of Styleclick to the Freedmans referenced in the Security Agreement has been fully satisfied;

WHEREAS, the Freedmans desire to release the security interest in the collateral referenced in the Security Agreement and to assign to Styleclick all right, title and interest that the Freedmans presently have, if any, in and to such collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark Rights. The Freedmans hereby grant, assign and convey to Styleclick all right, title and interest that the Freedmans presently have, if any, in and to all of the following (collectively, the "Trademark Rights"):

- a) the trademarks and trademark registrations set forth on the attached Schedule A and all renewals and extensions thereof;
- b) the right to sue and recover for past, present and future infringements on the foregoing and all rights corresponding thereto throughout the world;
- c) the goodwill of the business associated with the Trademark Rights; and
- d) all proceeds of the foregoing, including without limitation, royalties and proceeds of infringement suits.

2. Representations and Warranties of the Freedmans. The Freedmans, and each of them, hereby represent and warrant that:

- a) they have the full right to convey the entire interest assigned herein;
- b) they have not executed and will not execute any agreement in conflict herewith;

c) they have not previously encumbered, hypothecated, mortgaged, pledged or granted any security, license or other interest in the Trademark Rights to any party other than Styleclick.

3. Governing Law. This Agreement and all matters of construction, validity and performance relating hereto shall be governed by the laws of the State of California as to matters governed by state law and shall be governed by the laws of the United States of America as to rights and interests relating to trademark registrations issued by the United States Patent and Trademark Office.

4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the Freedmans have executed this Release of Security Interest as of the date(s) written below.

Dated: January 24, 2000

Joyce Freedman
Joyce Freedman

Dated: January 24, 2000

Lee Freedman
Lee Freedman

SCHEDULE A**REGISTERED UNITED STATES TRADEMARKS AND TRADE NAMES**

Registration No.	Mark	Registration Date
1,655,404	MODACAD AND DESIGN	09/03/1991
1,656,103	MODAWEAVE	09/10/1991
1,656,104	MODADRAPE	09/10/1991
1,664,906	MODAPLAN	11/19/1991
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