

05-20-2002
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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Douwantit.com, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: United Parcel Service General Services Co.

Internal Address:

Street Address: 55 Glenlake Parkway, N.E.
Atlanta, GA 30328

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: April 16, 2002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s): 78/026,916 and 76/017,755

B. Reg. No(s):

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 MAY 13 AM 11:50
FINANCE SECTION

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: David F. Crosby, Esq.
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [2]

7. Total fee (37 CFR 3.41) \$80.00

- Enclosed
- If necessary, The Commissioner is authorized to charge Deposit Account No: 50-0311, Reference No. 21012-001

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.

David F. Crosby, Esq. Reg. No. 36,400

David F. Crosby

May 13, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [5]

05/20/2002 LMUELLER 00000057 78026916

01 FC:481

40.00 OP mail documents to be recorded with required cover sheet information to:

02 FC:482

25.00 OP

Refund Ref:

05/20/2002 LMUELLER 0000117136

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

CHECK Refund Total: \$15.00

TRA 1667703v1

GRANT OF SECURITY INTEREST - TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 16, 2002 is executed by DOUWANTIT.COM, INC., a Delaware corporation ("Debtor"), in favor of UNITED PARCEL SERVICE GENERAL SERVICES CO. ("Secured Party").

A. Pursuant to a Senior Secured Convertible Note Purchase Agreement, dated as of April 16, 2002 between the Debtor and the Secured Party (the "Purchase Agreement") and Senior Secured Convertible Promissory Notes, one dated as of the date hereof and others from time to time executed by the Debtor in favor of the Secured Party, (collectively, the "Notes"), Secured Party has agreed to extend certain financial accommodations to Debtor upon the terms and subject to the conditions set forth therein. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations under the Purchase Agreement and the Notes pursuant to a Security Agreement dated as of April 16, 2002 between Debtor and Secured Party (as amended, modified or supplemented, the "Security Agreement").

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks").

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

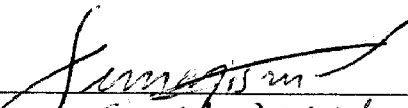
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: 55 Glenlake Parkway, N.E.
Atlanta, GA 30328

[Signature page follows]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

DOUWANTIT.COM, INC.

By: 
Name: SIMON ASWAD
Title: CEO

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of _____, 2002, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Assignor, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

TRADEMARK APPLICATIONS

International Trademarks:

- Trademarks Registered:
 - Argentina:
 - Trademark: DoUWantIt.
 - International Class: 39
 - Reg. Date: October 25, 2000
 - O/Ref.: 01-6728
 - Chile:
 - Trademark: DoUWantIt.
 - International Class: 39
 - Reg. Date: March 16, 2001
 - Reg. Number: 592,518
 - Colombia:
 - Trademark: DoUWantIt.
 - International Class: 39
 - Application date: November 10, 2000
 - Application #: 00077400
 - UK:
 - Trademark: DoUWantIt.
 - International Class: 36
 - Application date: June 15, 2000
 - Application #: 2236055
- Application submitted:
 - Venezuela:
 - Trademark: DoUWantIt.
 - International Class: 36
 - Application date: June 14, 2000
 - Application #: 10427-2000
 - Portugal:
 - Trademark: DoUWantIt.
 - International Class: 36
 - Application date: June 29, 2000
 - Application #: 347,889
 - Canada:
 - Trademark: DoUWantIt.
 - International Class: 39

- Application date: June 15, 2000
- Application #: 1063473
- Mexico:
 - Trademark: DoUWantIt.
 - International Class: 39
 - Application date: June 20, 2000
 - Application #: 431835
- Brazil:
 - Trademark: DoUWantIt.
 - International Class: 36
 - Application date: June 16, 2000
 - Application #: 822 844 370
- Spain:
 - Trademark: DoUWantIt.
 - International Class: 39
 - Application date: June 16, 2000
 - Application #: 2325556

✓ **US Trademarks:**

- Trademarks application submitted:
 - Mark: SHOP THE WORLD
 - Applicant: DoUWantIt.com, Inc.
 - Serial No. 78/026916
 - Mailing Date: 03/15/01
 - Status: Published in the Official Gazette on February 26, 2002; waiting for the notice of allowance
 - Mark: DOUWANTIT
 - Applicant: Fischer, Daniel
 - Serial No. 76/017755
 - Mailing Date: 11/01/00
 - Status: Filed a response to office action in January 2002