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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Eyeweb, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Connecticut Corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 06/28/2002

2. Name and address of receiving party(ies)

Name: FCPR CDC-Innovation 2000

Internal Address: TOUR MAINE MONTPARNASSE

Street Address: 33, avenue du Maine, B.P. 180

City: Paris, Cedex 15 State: France Zip: 75755

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other French Company

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)

76/069,619 76/069,620

B. Trademark Registration No.(s)

2,518,634 2,538,470

Additional number(s) attached Yes No

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

Name: Michael J. Brown

Internal Address _____

Curtis, Mallet-Prevost, Colt & Mosle LLP

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178-0061

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3923

(Attach duplicate copy of this page if paying by deposit account)

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.

Michael J. Brown

Name of Person Signing



Signature

7/25/2002

Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

THIRD MEMORANDUM OF INTELLECTUAL PROPERTY SECURITY INTEREST

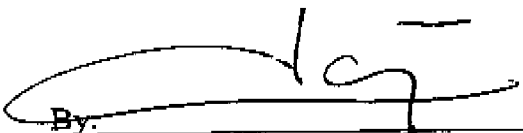
This Memorandum is dated as of June 28, 2002, between Eyeweb, Inc., a Connecticut corporation (the "Property Owner"), having a place of business at 36 West 25th Street, 8th Floor, New York, New York 10010, and FCPR CDC-Innovation 2000, SI Venture Fund II, L.P., Mosspoint, Inc., Software Seed Capital Partners, LP, Michael Targoff, Tom Mendell, Essilor International SA, Eric Wilkinson, Alan Wilkinson and Bruce Wilcox (each a "Secured Party" and together, the "Secured Parties") as Purchaser under the Securities Purchase Agreement, dated as of June 28, 2002 as from time to time in effect, between the Property Owner and the Secured Parties (the "Agreement"). The Secured Parties are located at the addresses indicated on Annex A hereto.

1. Pursuant to the Agreement, the Property Owner has granted to the Secured Parties a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A and in a certain patent and certain patent applications listed in Exhibit B, attached hereto and made a part hereof, in the name of the Property Owner, together with any registrations or patents thereof and good will symbolized thereby, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) (collectively, the "Collateral").
2. Subject to the existing security interests in favor of Lenscrafters, Inc. and the Secured Parties, each as described in the Agreement, the Property Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute the applications and pursue actions against unconsented use or infringement thereof. The Property Owner has the capacity to grant to the Secured Parties the security interests granted under the Agreement.
3. Subject to the provisions of the Intercreditor Agreement dated as of June 28, 2002 by and among the Secured Parties, in case an Event of Default (as defined in each Convertible Promissory Note dated June 28, 2002 between the Property Owner as Borrower and a Secured Party as Lender) shall occur and be continuing, the Secured Parties may foreclose upon the security interest granted in accordance with the Agreement.
4. The Property Owner hereby authorizes and consents to the filing of this Memorandum with the U.S. Patent and Trademark Office or the corresponding agency of any foreign government in the records of such agency.

The Property Owner and the Secured Parties have executed this Memorandum effective as of the date first above written.

Property Owner:

EYEWEB, INC.

By: 
Name: Pierre FA7
Title: President/CEO

Secured Party:

FCPR CDC-INNOVATION 2000
Represented by its Management Company:
CDC-INNOVATION PARTNERS

By: _____
Name:
Title:

Secured Party:

SI VENTURE FUND II, L.P.
By: SI Venture Management II, LLC
Its: General Partner

By: _____
Name: John Halligan
Title: Managing Director

Secured Party:

Mosspoint, Inc.

By: _____
Name:
Title:

The Property Owner and the Secured Parties have executed this Memorandum effective as of the date first above written.

Property Owner:

EYEWEB, INC.

By: _____

Name:

Title:

Secured Party:

FCPR CDC-INNOVATION 2000
Represented by its Management Company:
CDC-INNOVATION PARTNERS

By: 

Name: *Stephane Boudon*

Title: *CEO of CDC-INNOVATION PARTNERS*

Secured Party:

SI VENTURE FUND II, L.P.
By: SI Venture Management II, LLC
Its: General Partner

By: _____

Name: John Halligan

Title: Managing Director

Secured Party:

Mosspoint, Inc.

By: _____

Name:

Title:

The Property Owner and the Secured Parties have executed this Memorandum effective as of the date first above written.

Property Owner:

EYEWEB, INC.

By: _____

Name:

Title:

Secured Party:

FCPR CDC-INNOVATION 2000

Represented by its Management Company:

CDC-INNOVATION PARTNERS

By: _____

Name:

Title:

Secured Party:

SI VENTURE FUND II, L.P.

By: SI Venture Management II, LLC

Its: General Partner

By:  _____

Name: John Halligan

Title: Managing Director

Secured Party:

Mosspoint, Inc.

By: _____

Name:

Title:

Secured Party:

Mosspoint, Inc.
One director:

By: _____

Name: ~~DU CAT LIMITED~~
Title: ~~Director~~



[Signature page to the Third Memorandum of Intellectual Property]

Capital

Secured Party:

Software Seed Partners, LLC

By: *Adrian Alvarado*

Name:

Title: *Member of SP - Network Holdings LLC*

Secured Party:

Michael Targoff

By: _____

Secured Party:

Tom Mendell

By: _____

Secured Party:

Essilor International SA

By: _____

Name:

Title:

Secured Party:

Eric Wilkinson

By: _____

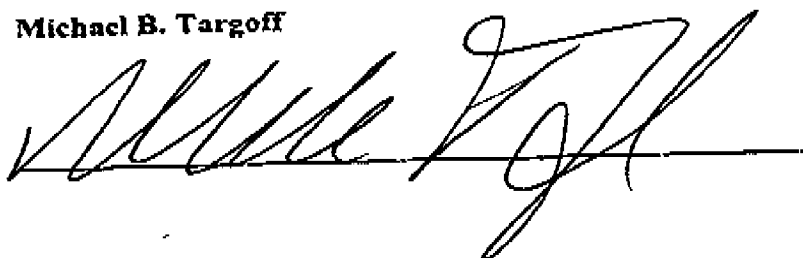
Secured Party:

Alan Wilkinson

By: _____

Secured Party:

Michael B. Targoff

A handwritten signature in black ink, appearing to read "Michael B. Targoff", written over a horizontal line.

[Signature page to the Third Memorandum of Intellectual Property]

Secured Party:

Tom Mendell



[Signature page to the Third Memorandum of Intellectual Property]

Secured Party:

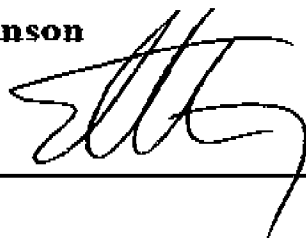
Essilor International [S.A.]

ex PLN

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Secured Party:

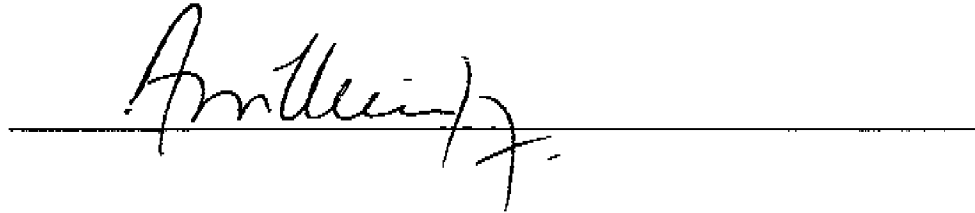
Eric Wilkinson

A handwritten signature in black ink, appearing to read 'Eric Wilkinson', is written over a horizontal line. The signature is stylized and cursive.

Signature page to the Third Memorandum of Intellectual Property]

Secured Party:

Alan Wilkinson

A handwritten signature in cursive script, appearing to read "Alan Wilkinson", is written over a solid horizontal line. The signature is positioned to the left of the line's end, with a small flourish extending to the right.

[Signature page to the Third Memorandum of Intellectual Property]

Secured Party:

Bruce Wilcox

By *Curtis Mallet-Prevost*

ANNEX A

Secured Parties

SI Venture Fund II, L.P.
12600 Gateway Boulevard
Fort Meyers, Florida 33913

Mosspoint, Inc.
P.O. Box 5136
1214 Geneva
Switzerland

Software Seed Capital Partners, LP
245 East 58th Street, Suite 22A
New York, NY 10022

Michael Targoff
Michael B. Targoff & Co.
1330 Avenue of the Americas, 36th Floor
New York, NY 10019

Tom Mendell
JP Morgan
1221 Avenue of the Americas, 40th Floor
New York, New York 10020

Essilor International SA
147 rue de Paris
94227 Charenton, France

Eric Wilkinson
JP Morgan
1221 Avenue of the Americas, 40th Floor
New York, New York 10020

Alan Wilkinson
Saratoga Partners
535 Madison Avenue
New York, NY 10022

Bruce Wilcox
Cumberland Associates, LLC
1114 Avenue of the Americas
New York, New York 10036

EXHIBIT A

<u>App. Ser. No.</u>	<u>App. Date</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Mark</u>
75/979,696	December 4, 1997	US	December 11, 2001	2518634	EYEWEB
75/438,878	February 23, 1998	US	February 12, 2002	2538470	EYEWEB & Design
76/069,619	June 14, 2000	US			EVU TECHNOLOGY
76/069,620	June 14, 2000	US			EVU TECHNOLOGY & Design

EXHIBIT B

<u>Patent No.</u>	<u>Issued</u>	<u>Country</u>	<u>Title</u>
5,983,201	November 9, 1999	US	A System and Method Enabling Shopping from Home for Fitted Eyeglass Frames

<u>App. Ser. No.</u>	<u>App. Date</u>	<u>Country</u>	<u>Title</u>
09/404,745	September 24, 1999	US	Automatic Image Scaling
09/536,560	March 28, 2000	US	Image Segmenting to Enable Electronic Shopping for Wearable Goods and Cosmetic Services
09/883,121	June 15, 2001	US	Method of Measuring and Sizing Objects from an Image of a Human Face Using Iris Size