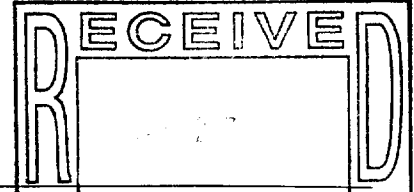


06-02-1999



101054276

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MRP
5-27-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04281999

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/01/1999 MTHA11 00000122 75548789

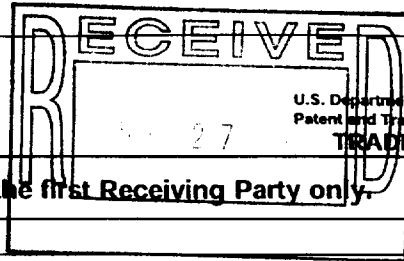
FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001909 FRAME: 0939



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

David M. Klein
Name of Person Signing

Signature

5/25/99
Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into as of April 26, 1999, by MONET.COM, INC., as grantor (the "Grantor") in favor of GETTY IMAGES, INC., as secured party (the "Secured Party") pursuant to the security agreement of even date herewith by the Grantor in favor of the Secured Party (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement).

RECITALS:

WHEREAS, pursuant to the Investment Agreement and Convertible Secured Promissory Note dated as of the date hereof between the Grantor and the Secured Party (the "Note") the Secured Party has lent money to the Grantor; and

WHEREAS, as a condition to the Secured Party lending Grantor money pursuant to the Note, the Secured Party has required that the Grantor execute this Trademark and Security Agreement and the Security Agreement in favor of the Secured Party in which the Grantor has, among other things, granted to the Secured Party a security interest in the Intellectual Property, including a security interest in the trademarks and service marks and trademark and service mark applications and trademark licenses (to the extent that said trademark licenses are not prohibited from being assigned or pledged) listed on Schedule I attached hereto (the "Trademark Collateral") to secure the payment of all amounts owing under the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Secured Party agree as follows:

1. Grantor hereby grants to the Secured Party for the benefit of the Secured Party a continuing security interest in (i) all of the Grantor's right, title and interest in and to the Trademark Collateral, (ii) the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademark Collateral, (iii) the right (but not the obligation) to bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Secured Party or to sue or bring like proceedings for past, present and future infringements of the Trademark Collateral and (iv) all rights (but not obligations) corresponding thereto in the United States and any foreign country, and any goodwill associated with any of the foregoing. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. Upon the occurrence of an Event of Default (as defined in the Note), the Grantor shall, in connection with any disposition of collateral that includes goodwill associated with the Trademark Collateral, execute and deliver to the Secured Party an Assignment of Trademark Registrations and Applications substantially in the form attached as Annex A hereto. If the Grantor fails to provide such document within ten days after it has been requested by the Secured Party, then the Secured Party may complete such document by exercise of a power of attorney hereby granted by the Grantor. Such power of attorney is coupled with an interest and is irrevocable.

3. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in the Security Agreement.

4. This Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Secured Party.

5. This Trademark Security Agreement shall be construed and enforced in accordance with the laws of the State of Washington without giving effect to the conflicts of law principles thereof.

6. This Trademark Security Agreement is subject in all respects to the Security Agreement, the terms of which are incorporated herein by this reference.

7. The security interests created hereunder and under the Security Agreement in the Trademark Collateral shall cease and be released in accordance with the terms of the Security Agreement.

8. If any provision hereof conflicts with any provision of the Security Agreement, the terms of the Security Agreement shall control to the extent of such inconsistency.

IN WITNESS WHEREOF, the Grantor and the Secured Party hereto have caused this Trademark Security Agreement to be executed as of the day and year first above written.

ART.COM, INC., as Grantor

By: _____
William A. Lederer
President

Accepted and Agreed:

GETTY IMAGES, INC.,
as Secured Party

By: Nicholas Evans-Lombe
Name: Nicholas ~~Evans~~-Lombe
Title: SR. VP, Strategy and Corporate
Development

IN WITNESS WHEREOF, the Grantor and the Secured Party hereto have caused this Trademark Security Agreement to be executed as of the day and year first above written.

ART.COM, INC., as Grantor

By: William A. Lederer
William A. Lederer
President

Accepted and Agreed:

GETTY IMAGES, INC.,
as Secured Party

By: _____
Name:
Title:

**SCHEDULE A
TO
SECURITY AGREEMENT**

Location of Equipment and Inventory:

art.com, Inc.
13820 Polo Trail Dr.
Lake Forest, IL 60045

Location of Additional Computer Equipment:

Home of Don Fosen, the Grantor's CIO
180 Steamboat Lane
Boling Brook, IL 60490

**Chief Place of Business, Chief Executive Office of the Grantor and the Office
Where the Grantor Keeps its Records Concerning the Accounts and Intangibles:**

art.com, Inc.
13820 Polo Trail Dr.
Lake Forest, IL 60045

Pending Trademarks, Service Marks, and Applications Therefore:

List of Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Date Filed</u>
AUF	75/548789	09/04/98
ARTUFRAME	75/533290	08/10/98
artuframe.com (special form with swish)	75/559535	09/25/98

WHERE YOU START FOR ART

ART PRINT INDEX

ART.COM

Note: All Class 16

List of Service Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Date Filed</u>
WORLD'S LARGEST ONLINE ART AND FRAMING GALLERY	75/533826	08/10/98
ARTUFRAME	75/533290	08/10/98
PICTURE YOUR FRAME BEFORE YOU FRAME YOUR PICTURE	75/533139	08/10/98
ARTCLIQUE	75/595536	09/25/98
artuframe.com (special form with swish)	75/559535	09/25/98
WORLD'S LARGEST ART AND FRAMING GALLERY		
WHERE YOU START FOR ART		
ARTUNISOURCE		
ARTUNISOURCE.COM		
THE WORLD'S ARTUNISOURCE		
WORLD'S LARGEST SUPERGALLERY		
ARTPRINTINDEX.COM		
ART.COM		
ART PULSE		

Note: All Classes 35 and 40