

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, INC.		02/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	315 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104-1866
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3110895	ART.COM
Registration Number:	2586749	ART.COM
Registration Number:	3033637	ALLPOSTERS
Registration Number:	2651217	ALLPOSTERS.COM
Registration Number:	3540790	ARTIST RISING
Registration Number:	3537686	ARTIST RISING
Registration Number:	2828648	ARTPRINTINDEX.COM
Registration Number:	2569675	BRING ART HOME
Registration Number:	3137557	EMBRACE YOUR SPACE
Serial Number:	77435490	ALLPOSTERS
Serial Number:	77083215	AR
Serial Number:	77433981	ART.COM

CORRESPONDENCE DATA

CH \$315.00 3110895

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6036
Email: rlal@mofo.com, jkline@mofo.com
Correspondent Name: John Kline, Senior Paralegal
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	753-2605
NAME OF SUBMITTER:	John Kline, Senior Paralegal
Signature:	/John Kline/
Date:	03/02/2009

Total Attachments: 7
source=Patent Agreement#page1.tif
source=Patent Agreement#page2.tif
source=Patent Agreement#page3.tif
source=Patent Agreement#page4.tif
source=Patent Agreement#page5.tif
source=Patent Agreement#page6.tif
source=Patent Agreement#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 27, 2009, is entered into between ART.COM, INC., a Delaware corporation (the "Grantor"), which has a mailing address at 2100 Powell Street, 10th Floor, Emeryville, CA 94608, and BANK OF AMERICA, N.A., as collateral agent for itself and the Lender Affiliates (as defined in the Security Agreement (as hereinafter defined)) (the "Lender").

RECITALS

A. The Grantor and the Lender have entered into that certain Credit Agreement dated as of June 29, 2007 (the "Credit Agreement").

B. Pursuant to the Security Agreement, of near or even date herewith, between the Grantor and the Lender (the "Security Agreement"), the Grantor has granted to the Lender a security interest in all of the Grantor's present and future assets, including without limitation all of the Grantor's present and future general intangibles, and including without limitation the "Collateral" (as defined below), to secure the Secured Obligations (all capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them in the Credit Agreement or the Security Agreement, as the context may require).

C. To supplement the Lender's security interest in the Collateral pursuant to the Security Agreement, the Grantor is executing and delivering this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations (as defined in the Security Agreement), including interest that accrues after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Law naming such Person as the debtor in such proceeding, and without limiting any other security interest the Grantor has granted to the Lender, the Grantor hereby grants, assigns, and conveys to the Lender a security interest in the Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by the Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by the Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of the Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of the Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of the Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of the Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of the Grantor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(ix) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(x) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 2, the Grantor authorizes the Lender to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that the Grantor may not transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of the Lender, except as specifically permitted by the Credit Agreement or the Security Agreement.

3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving the Lender greater rights or remedies

shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Lender under the Security Agreement.

3.4 Governing Law. 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 OF SECTION 9.16 OF THE CREDIT 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 IN FULL, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BANK OF AMERICA, N.A.

ART.COM, INC.

By: David Linnick
Title: SENIOR VICE PRESIDENT

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

BANK OF AMERICA, N.A.




ART.COM, INC.

By: _____
Title: _____

By: Chuck Korth
Title: Chuck Korth, CFO

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.	6/25/02	Reg. No. 2,586,749
	logo	U.S.	12/27/05	 No. 30333637
	logo	U.S.	11/19/02	Reg. No. 2651217
ARTIST RISING	word	U.S.	12/2/08	Reg. No. 3540790
artist rising*	logo	U.S.	11/25/08	Reg. No. 3537686
ARTPRINTINDEX.COM	word	U.S.	3/30/04	Reg. No. 2,828,648
BRING ART HOME	word	U.S.	5/14/02	Reg. No. 2,569,675
EMBRACE YOUR SPACE	word	U.S.	7/25/06	Reg. No. 3,137,557

PENDING TRADEMARKS


Mark	Type	Country	Filing Date	Serial No.
ALLPOSTERS	word	U.S.	3/31/08	App. No 77/435490
	logo	U.S.	1/15/07	App No. 77/083215
ART.COM	Word	U.S.	3/28/08	App No. 77/433981

EXHIBIT B

PATENTS

None.

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventors</u>
SORTING AND FILTERING TECHNIQUES FOR PRODUCTS, NAMESLY POSTERS AND ARTWORK	June 4, 2008	10/860,932	Michael John Marston; Andrew Randall Villalobos
VIRTUAL FRAME STUDIO	May 25, 2007	11/807,207	Michael John Marston; Swati Jayant Deo
NATURAL FRAMING SYSTEM	May 25, 2007	11/807,238	Michael John Marston
IMAGE UPLOADING AND PRINT- ON DEMAND SYSTEM AND METHOD, NAMESLY FOR ART AND PHOTOGRAPHS	January 10, 2005	11/032542	Kya Driver Sainsbury-Carter, Michael John Marston, Thomas Daniel Kuppinen