

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Art.com, Inc.		06/25/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	315 Montgomery Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104-1866		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3611284	ALLPOSTERS	
<b>Registration Number:</b>	1365529	PRINTS PLUS	
<b>Registration Number:</b>	3084598	ARTSELECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	jdecker@mofo.com		
<b>Correspondent Name:</b>	Lynn M. Humphreys		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	753-2605		
<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys		

CH \$90.00 3611284

**900168507**

**TRADEMARK  
 REEL: 004253 FRAME: 0936**

Signature:	/Lynn M. Humphreys/
Date:	08/03/2010
Total Attachments: 12 source=753-2605 - art.com security interest#page1.tif source=753-2605 - art.com security interest#page2.tif source=753-2605 - art.com security interest#page3.tif source=753-2605 - art.com security interest#page4.tif source=753-2605 - art.com security interest#page5.tif source=753-2605 - art.com security interest#page6.tif source=753-2605 - art.com security interest#page7.tif source=753-2605 - art.com security interest#page8.tif source=753-2605 - art.com security interest#page9.tif source=753-2605 - art.com security interest#page10.tif source=753-2605 - art.com security interest#page11.tif source=753-2605 - art.com security interest#page12.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, 10<sup>th</sup> 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, *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.**




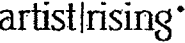
**ART.COM, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_


By: Chuck Korth  
Title: Chief Korth, CFO

**EXHIBIT A**

**REGISTERED TRADEMARKS**

Mark	Type	Country	Date Registered	Serial No.
	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	Reg. No. 30333637
	logo	U.S.	11/19/02	Reg. No. 2651217
ARTIST RISING	word	U.S.	12/2/08	Reg. No. 3540790
	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

sf-2641330

Exhibit B-1

**TRADEMARK**  
**REEL: 004253 FRAME: 0944**

AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of June 25, 2010, is entered into by ART.COM, INC., a Delaware corporation (the "Grantor"), having its principal offices at 2100 Powell Street, 10<sup>th</sup> Floor, Emeryville, California 94608 and BANK OF AMERICA, N.A. (the "Lender"), having its principal offices at 315 Montgomery Street, 13<sup>th</sup> Floor, Mail Code CA5-704-13-11, San Francisco, California 94104.

RECITALS

WHEREAS, the Grantor and the Lender entered into a certain Security Agreement, dated as of February 27, 2009 (the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, the Grantor and the Lender entered into a certain Patent and Trademark Security Agreement, dated as of February 27, 2009 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Grantor granted to the Lender a security interest in certain "Collateral," including certain patents and trademarks;

WHEREAS, the Grantor and the Lender wish to amend the Agreement to include certain additional trademarks and to amend and restate the schedules to the Agreement.

NOW, THEREFORE, the Grantor and the Lender agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Agreement.
2. Schedule A of the Agreement is amended to add the trademarks set forth below:

Mark	Type	Country	Date Registered	Serial No.
ALLPOSTERS	word	U.S.	4/28/09	Reg. No 3,611,284
PRINTS PLUS	word	U.S.	10/15/85	Reg. No. 1,365,529
ARTSELECT	word	U.S.	4/25/06	Reg. No. 3,084,598

3. The Agreement is amended by updating the list of trademarks and trademark registrations appended to the Agreement by restating the trademarks and trademark registrations set forth in Schedule A hereto.

4. The Lender may record this Amendment with the PTO, at the expense of the Grantor.

5. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

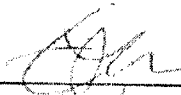

**6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF SECTION 9.16 OF THE CREDIT AGREEMENT RELATING TO GOVERNING LAW, ARBITRATION AND WAIVER OF THE RIGHT TO TRIAL BY JURY, THE PROVISIONS OF WHICH ARE BY THIS REFERENCE INCORPORATED HEREIN IN FULL, *MUTATIS MUTANDIS*.**

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

ART.COM, INC.

By:   
Title: 

THE LENDER:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Amendment to Patent and Trademark Security Agreement]

sf-2847348

**TRADEMARK**  
**REEL: 004253 FRAME: 0947**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

ART.COM, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE LENDER:

BANK OF AMERICA, N.A.

By: SO + KOO  
Title: V.P.

[Amendment to Patent and Trademark Security Agreement]

sf-2847348

SCHEDULE A  
to the Amendment to Patent and Trademark Security Agreement

**Art.com**

**REGISTERED TRADEMARKS**

Mark	Type	Country	Date Registered	Serial No.
	logo	U.S.	7/4/06	Reg. No. 3,110,895
ART.COM	word	U.S.	6/25/02	Reg. No. 2,586,749
ALLPOSTERS	word	U.S.	4/28/09	Reg. No. 3,611,284
	logo	U.S.	12/27/05	Reg. No. 3,033,3637
	logo	U.S.	11/19/02	Reg. No. 2,651,217
ARTIST RISING	word	U.S.	12/2/08	Reg. No. 3,540,790
	logo	U.S.	11/25/08	Reg. No. 3,537,686
ARTPRINTINDEX.COM	word	U.S.	3/30/04	Reg. No. 2,828,648
EMBRACE YOUR SPACE	word	U.S.	7/25/06	Reg. No. 3,137,557
PRINTS PLUS	word	U.S.	10/15/85	Reg. No. 1,365,529
ARTSELECT	word	U.S.	4/25/06	Reg. No. 3,084,598

**PENDING TRADEMARK APPLICATIONS: None.**