

FORM PTO-1584
(Rev. 8-89)

RECORD
TR

08-26-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0801-0011 (exp. 4-94)

Tab settings



101108114

nal documents or copy thereof.

To the Honorable Commissioner of Patents and

receiving party(ies)

1. Name of conveying party(ies):

TRISTRATA, INC.

COMDISCO

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL ZIP: 60018

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

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

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

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

3. Nature of conveyance:

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

Execution Date: 3/24/99

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

A. Trademark Application No.(s)

SEE EXHIBIT B

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: COMDISCO, INC.

LEGAL DEPARTMENT

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 520.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

05/02/1999 JSH00021 00000121 75146395

01 E1481
02 E1482 Street Address: ONE 4000 STREET
SUITE 2675 ONE POST STREET

City: San Francisco State: CA ZIP: 94104

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.

NANCY O'CONNOR
Name of Person Signing

Nancy O'Connor
Signature

4-20-99
Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

4-26-99
ONW

EXHIBIT

Date: 03/24/99

TRADEMARK STATUS REPORT

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Case Number: TM-1051i US
Mark: TRI SIGNATURE
Client Ref No:
Status: ABANDONED
Appln. No: 75/146395
Filing Date: 08/07/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1055i US
Mark: TS-BESS
Client Ref No:
Status: ABANDONED
Appln. No: 75/151159
Filing Date: 08/16/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1056i US
Mark: TS-PASS
Client Ref No:
Status: ABANDONED
Appln. No: 75/151149
Filing Date: 08/16/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1057i US
Mark: TS-CSA
Client Ref No:
Status: ABANDONED
Appln. No: 75/151160
Filing Date: 08/16/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

EXHIBIT B

Date: 03/24/99

TRADEMARK STATUS REPORT

Case Number: TM-10521 US
Mark: TS-FAL
Client Ref No:
Status: ABANDONED
Appln. No: 75/151162
Filing Date: 08/16/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-10591 US
Mark: FLASH ENCRYPTION
Client Ref No:
Status: ABANDONED
Appln. No: 75/151161
Filing Date: 08/16/96
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-12791 US
Mark: TRISTRATA SECURITY ENVELOPE
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-12801 US
Mark: TRISTRATA SECURITY COURIER
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS.RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

=====

Case Number: TM-1281 US
Mark: TRISTRATA SECURITY
Client Ref No:
Status: ALLOWED
Appln. No: 75/385359
Filing Date: 10/30/97
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1282 US
Mark: LOGO DESIGN
Client Ref No:
Status: ALLOWED
Appln. No: 75/382588
Filing Date: 10/30/97
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1287 US
Mark: TRISTRATA
Client Ref No:
Status: REGISTERED
Appln. No: 75/398249
Filing Date: 12/01/97
Registration No: 2224089
Registration Date: 02/16/99
Renew Base Date:
Next Renewal Date: 02/16/09
Atty: AJH

Case Number: TM-1287 AU
Mark: TRISTRATA
Client Ref No:
Status: PENDING
Appln. No: 762520
Filing Date: 05/19/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

=====
Case Number: TM-1287 CA
Mark: TRISTRATA
Client Ref No:
Status: PENDING
Appln. No: 879413
Filing Date: 05/27/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1287 CH
Mark: TRISTRATA
Client Ref No:
Status: REGISTERED
Appln. No: 04267/1998
Filing Date: 05/27/98
Registration No: 04267/1998
Registration Date: 05/27/98
Renew Base Date:
Next Renewal Date: 05/27/08
Atty: AJH

Case Number: TM-1287 CTM
Mark: TRISTRATA
Client Ref No:
Status: PENDING
Appln. No: 838805
Filing Date: 05/26/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1287 HK
Mark: TRISTRATA
Client Ref No:
Status: ALLOWED
Appln. No: 06632/98
Filing Date: 05/21/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

Case Number: TM-1287 NZ
Mark: TRISTRATA
Client Ref No:
Status: PENDING
Appln. No: 292565
Filing Date: 05/19/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1287 NO
Mark: TRISTRATA
Client Ref No:
Status: REGISTERED
Appln. No: 199804390
Filing Date: 05/20/98
Registration No: 193225
Registration Date: 10/02/98
Renew Base Date:
Next Renewal Date: 10/02/08
Atty: AJH

Case Number: TM-1288i US
Mark: E-SEAL
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1377i US
Mark: RKS
Client Ref No:
Status: ALLOWED
Appln. No: 75/479322
Filing Date: 05/04/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

Case Number: TM-13771 AU
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-13771 CA
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-13771 CH
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-13771 CTM
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

Case Number: TM-1377i HK
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1377i NO
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1377i N2
Mark: RKS
Client Ref No:
Status: DROPPED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1398 US
Mark: TESS
Client Ref No:
Status: PENDING
Appln. No: 75/515654
Filing Date: 07/08/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

(Report name: GENERIC-TM STATUS RP)

Date: 03/24/99

TRADEMARK STATUS REPORT

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Case Number: TM-1401 US
Mark: TRISTRATA ENTERPRISE SECURITY SERVER
Client Ref No:
Status: ALLOWED
Appln. No: 75/521471
Filing Date: 07/20/98
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1534 US
Mark: PYRAMID LOGO
Client Ref No:
Status: UNFILED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

Case Number: TM-1535 US
Mark: TRISTRATA EXTENDED-ENTERPRISE SECURITY SERVER
Client Ref No:
Status: UNFILED
Appln. No:
Filing Date:
Registration No:
Registration Date:
Renew Base Date:
Next Renewal Date:
Atty: AJH

=====

(Report name: GENERIC-TM STATUS RP)

Duplicate Original

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This Collateral Assignment of Patents and Trademarks is made on this 24th day of March, 1999, by and between TriStrata, Inc. (the "Assignor") and Comdisco, Inc., (the "Assignee"),

WHEREAS, Assignor and Assignee are parties to a certain Subordinated Loan and Security Agreement dated March 24, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Assignor has agreed to grant to Assignee a lien on and a security interest in, inter alia, all the patent and trademark rights that Assignor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment of Patents.** To secure the full, complete and timely payment and satisfaction of Assignor's indebtedness with respect to the Loan owed to Assignee, Assignor hereby collaterally assigns, conveys, transfers, sets over and delivers to the Assignee (with power of sale), to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Assignor shall be liable for and promptly reimburse the

Assignee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and the interests herein assigned.

3. **Covenant and Warranty of Title.** Assignor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Assignee to be fully satisfied, Assignor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment Agreement.

5. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Assignee in such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including reasonable attorney's fees, incurred by Assignee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Patents and

Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

11. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR

TriStrata Inc.

Signature:



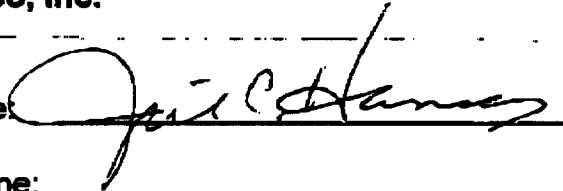
Print Name: _____

Title: _____

ASSIGNEE

Comdisco, Inc.

Signature:



Print Name: _____

Title:

SR VP
