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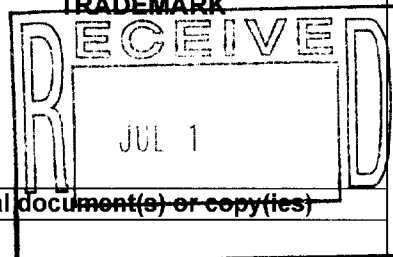


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TRADEMARK



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

Name **Icarian Corporation**

Execution Date  
Month Day Year  
06231999

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name **MMC/GATX Partnership No. 1**

DBA/AKA/TA

Composed of

Address (line 1) **c/o GATX Capital Corporation**

Address (line 2) **Four Embarcadero Center, Suite 2200**

Address (line 3) **San Francisco**  
City

**California**  
State/Country

**94111**  
Zip Code

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

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.)

07/06/1999 **NGUYEN 00000362 232415 75355868**

FOR OFFICE USE ONLY

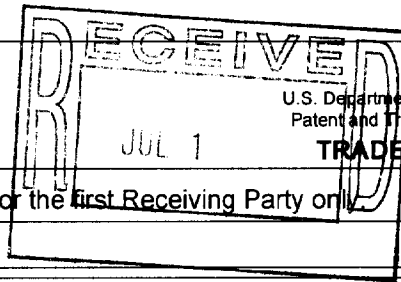
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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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: 001923 FRAME: 0901



**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

(650) 493-9300

Name

John Mao, Esq.

Address (line 1)

Wilson Sonsini Goodrich & Rosati, P.C.

Address (line 2)

650 Page Mill Road

Address (line 3)

Palo Alto, California 94304-1050

Address (line 4)

**Pages**

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

# 3

**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)**

75355868

75355665

75355664

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number:

# 23-2415

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.

John Mao, Esq.

Name of Person Signing

Signature

07/01/1999

Date Signed

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 23, 1999, is executed by ICARIAN CORPORATION, a Delaware corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. I ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of June 23, 1999 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 10.5 of the Loan Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: MMC/GATX PARTNERSHIP NO. I  
c/o GATX Capital Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, California 94111

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

**ICARIAN CORPORATION**

By: 

Name: Doug Merritt

Title: President & CEO

**SCHEDULE 1-A**

**TO GRANT OF SECURITY INTEREST IN**

**TRADEMARKS**

<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>

**TRADEMARK APPLICATIONS**

<b>DESCRIPTION</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
ICARIAN	75/355,868	September 12, 1997
ICARIAN	75/355,665	September 12, 1997
ICARIAN	75/355,664	September 12, 1997