

FORM PTO-1584 (Rev. 6-93) OMB No. 0651-0011 (exp. 4-94) Tab settings

07-15-1999



101091635

SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks attached original documents or copy thereof.

1. Name of conveying party(ies): 2BRIDGE SOFTWARE
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: COMDISCO, INC. (Legal Dept)
Internal Address: 6111 N. RIVER RD,
Street Address:
City: ROSEMONT State: IL ZIP: 60018
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 Merger
Security Agreement Change of Name
Other GRANT OF SECURITY INTEREST
Execution Date: APRIL 30, 1999

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE 1B
B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE 1-B
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.
ONE POST ST, SUITE 2675
5/27/1999 JSRABAZZ 00000204 75403317
01 FC:481 40.00 DP
02 FC:482 100.00 DP
Street Address:
City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$200.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: \$60.00
(Attach duplicate copy of this page if paying by deposit account)

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
5/20/99 Date

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

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

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
<u>2Bridge</u>	<u>12/10/97</u>	<u>75/403,317</u>
<u>2Bridge Software</u>	<u>12/10/97</u>	<u>75/403,159</u>
<u>Share Server</u>	<u>6/23/98</u>	<u>75/507,338</u>
<u>Enterprise Portal</u>	<u>9/10/98</u>	<u>75/552,687</u>
<u>100 Day Win</u>		<u>75/507,410</u>

## GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 30, 1999, is executed by 2Bridge Software, a California corporation ("**Debtor**"), in favor of Comdisco, Inc., a Delaware corporation (the "**Secured Party**").

A. Pursuant to a Bridge Loan and Security Agreement, dated as of April 30, 1999 (the "**Agreement**"), entered into by and between the Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to the Debtor upon the terms and subject to the conditions set forth in the Agreement and Debtor has agreed to grant the Secured Party a security interest in its property and assets as set forth in the Agreement.

B. The Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B 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. Schedules 1-A and 1-B hereof constitute 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 Agreement, the Debtor shall provide written notice to the Secured Party, in accordance with the provisions of Section 11.8 of the Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain completeness or accuracy of such schedules, and, further, the Debtor shall provide such notice to the 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 thirty (30) days following the date of such event.

D. The Debtor hereby grants to the 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 Secured Obligations, as defined in the Agreement.

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

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

Secured Party address: Comdisco, Inc.  
6111 North River Road  
Rosemont, IL 60018

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

2Bridge Software

By: Ronald Scott Parks

Name: Ronald Scott Parks

Title: CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF San Francisco )

On April 30, 1999 before me, Darnella Broaden, Notary Public of the State of California, personally appeared Ronald Scott Parks, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Darnella Broaden

(Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

**Mark**

**Registration Date**

**Registration No.**

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This power of attorney is made pursuant to the Loan Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all "Secured Obligations" as defined in the Loan Agreement.

Dated: \_\_\_\_\_, 1999

2Bridge Software

By

Ronald Paul

Name

RONALD PARKS

Title

CFO

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
                  San Francisco )  
COUNTY OF ~~SANTA CLARA~~ )

On April 30, 1999 before me, Darnella Broaden, Notary Public of the State of California, personally appeared Ronald Scott Parks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Darnella Broaden

(Seal)

