

09-29-1999



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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

SEP 22

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

me 9-22-99

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

Execution Date
Month Day Year
06041999

Name **Aspirian, Inc.**

Formerly **Digital Tools, Incorporated**

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

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**

California

94111

City

State/Country

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.)

FOR OFFICE USE ONLY

09/28/1999 DNGUYEN 00000117 232415 75737938

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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: 001966 FRAME: 0570

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

Kathy Huryn, 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.

#

6

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)

75737938

75737937

75711783

Registration Number(s)

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.

Kathleen Huryn, Esq.

Name of Person Signing

Signature

September 22, 1999

Date Signed

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 4, 1999, is executed by Digital Tools, Incorporated, a California corporation (together with its permitted successors and assigns, "**Debtor**"), in favor of MMC/GATX Partnership No. I, a California general partnership (together with its successors and assigns, the "**Secured Party**").

A. Pursuant to a Loan and Security Agreement, dated as of July 25, 1997, as amended by the First Amendment thereto dated as of June 4, 1999 (as so amended and as amended, modified, or otherwise supplemented from time to time, the "**Agreement**"), between Debtor and the Secured Party, the 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 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 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 Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Secured Party of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule's completeness or accuracy, and, further, 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 ninety (90) days following the date of such event.

D. 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 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 Obligations.

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: MMC/GATX Partnership No. I
Four Embarcadero Center, Suite 2200
San Francisco, CA 94111

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Digital Tools, Incorporated

By: [Signature]

Name: Michael L. Hackworth

Title: CEO & President

CERTIFICATE OF ACKNOWLEDGMENT

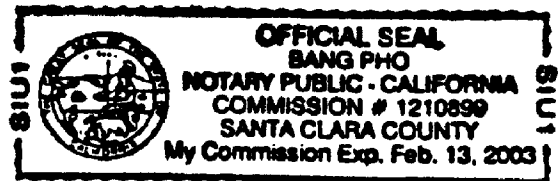
STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

On 6/2, 1999 before me, Bang pho, Notary Public of the State of California, personally appeared Michael L. Hackworth, 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 [Signature]

(Seal)



SCHEDULE A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Autoplan II	3/7/95	1,882,835
Autoteam	12/17/96	2,024,264

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application Number</u>
Aspirian	5/21/99	75-711,783
Aspirian	6/24/99	75-737,938
Aspirian	6/24/99	75-737,937

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss:
COUNTY OF Santa Clara)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Digital Tools, Incorporated, a California corporation (together with its successors and assigns, "*Debtor*"), pursuant to a Loan and Security Agreement dated as of July 25, 1997, as amended by the First Amendment thereto dated as of June 4, 1999 (as so amended and as amended, modified or otherwise supplemented from time to time, the "*Loan Agreement*"), between Debtor and MMC/GATX Partnership No. I (together with its successors and assigns, the "*Secured Party*"), constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting the Secured Party's interest in any patent, copyright, mask work or trademark work not previously assigned to the Secured Party as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Secured Party may in its sole discretion determine.

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 "Obligations" as defined in the Loan Agreement.

Dated: June 4, 1999

Digital Tools, Incorporated

By [Signature]

Name Michael L. Hackworth

Title CEO & President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara)

On 6/2, 1999 before me, Bang pho, Notary Public of the State of California, personally appeared Michael Lee Hackworth, 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/his/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 [Signature]

(Seal)

Wilson Sonsini Goodrich & Rosati
PROFESSIONAL CORPORATION

September 22, 1999

VIA EXPRESS MAIL

Assistant Commissioner of Trademarks
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Request for Recordation of Grant of Security Interest in Trademarks
Our Reference: Aspirian, Inc. (f/k/a Digital Tools Incorporated) (22913.020)

Dear Assistant Commissioner:

Enclosed for filing is a copy of the Grant of Security Interest (consisting of six (6) pages) and an executed recordation cover sheet for the marks listed therein. The Assistant Commissioner is authorized to charge the fees which may be required to Deposit Account Number 23-2415 ATTN: 22913-020.

Please date-stamp the extra copy of the Recordation Form Cover Sheet and return it in the self addressed stamped envelope included as proof of the recording of the Request for Recordation of Grant of Security Interest in Trademarks to Laura E. Karassik at the address shown below :

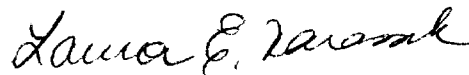
Laura E. Karassik
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304

A duplicate copy of this letter and filings are included for your accounting purposes.

If you have any questions, please telephone me at your convenience at (650) 493-9300 ext. 6224. Thank you for your attention to this matter.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation



Laura E. Karassik
Corporate Paralegal

Enclosures
cc: Kathleen D. Huryn, Esq.

Document2 (1163)



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KIRKLAND

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GRANT OF SECURITY INTEREST

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B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 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 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 Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Secured Party of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule's completeness or accuracy, and, further, 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 ninety (90) days following the date of such event.

D. 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 Obligations, as defined in the Agreement.

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Digital Tools, Incorporated

By: [Signature]

Name: Michael L. Hackworth

Title: CEO & President

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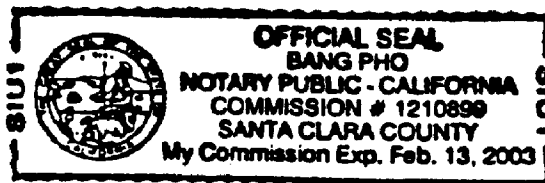
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COUNTY OF Santa Clara)

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WITNESS my hand and official seal.

Signature [Signature]

(Seal)



SCHEDULE A TO GRANT OF SECURITY INTEREST

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<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
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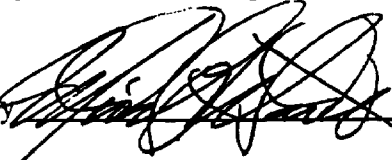
5. For the purpose of evidencing and perfecting the Secured Party's interest in any patent, copyright, mask work or trademark work not previously assigned to the Secured Party as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

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Dated: June 4, 1999

Digital Tools, Incorporated

By 

Name Michael L. Hackworth

Title CEO & President

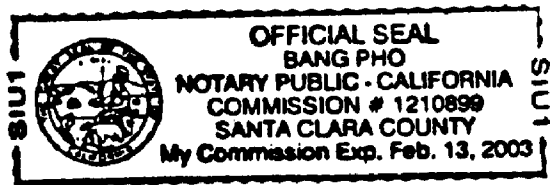
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WITNESS my hand and official seal.



Signature 

(Seal)