

RECC

03-20-2000

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To the Honorable Commissioner of Patent

101293263

and original documents or copy thereof.

1. Name of conveying party(ies): 210 FEB -1 AM 9:59  
 Accompany, Inc.  
**OPR/FINANCE**

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.  
 Internal Address: LEGAL DEPT  
 Street Address: 6111 N. RIVER RD.  
 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 designator 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 \_\_\_\_\_

Execution Date: NOVEMBER 22, 1999

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
SEE SCHEDULE B

B. Trademark Registration No.(s)  
SEE SCHEDULE B

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: COMDISCO, INC.  
 Internal Address: LEGAL DEPT  
Attn: Nancy O'Connor  
 Street Address: ONE POST ST, SUITE 2675  
SAN FRANCISCO CA 94104  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41)..... \$1640.<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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02 FD:48

40.00 OP  
375.00 OP

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 the original document.

NANCY O'CONNOR  
 Name of Person Signing

Nancy O'Connor  
 Signature

1/24/00  
 Date

Total number of pages including cover sheet, attachments, and document: 9

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

CONFIDENTIAL  
TRADEMARK PROPERTY STATUS REPORT

SCHEDULE B

TRADEMARKS TRADEMARK APPLICATIONS

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
ACCOMPANY	042;	US	75/764251 07/29/99		Pending	019899-001300US MMG (MAS)
ACCOMPANY	035;	US	75/802553 09/17/99		Pending	019899-001600US MMG (MAS)
AFFILIATE NETWORK	035;	US	11/18/99		Pending	019899-001800US MMG (MAS)
ANTI-SWEEPSTAKES	042;	US	75/764365 07/29/99		Pending	019899-000900US MMG (MAS)
BRINGING COMMERCE TOGETHER	042;	US	75/764364 07/29/99		Pending	019899-000800US MMG (MAS)
BUILDING COMMERCE TOGETHER	042;	US	75/726588 06/10/99		Pending	019899-000400US MMG (MAS)
BUY CYCLE	042;	US	75/764398 07/29/99		Pending	019899-001100US MMG (MAS)
BUY TOGETHER	042;	US	75/764397 07/29/99		Pending	019899-001200US MMG (MAS)
BUY TOGETHER SAVE TOGETHER	042;	US	75/725949 06/10/99		Pending	019899-000500US MMG (MAS)
BUYER FLASH	042;	US	75/725968 06/10/99		Pending	019899-000600US MMG (MAS)
CLICK AND TELL	042;	US	75/764363 07/29/99		Pending	019899-001000US MMG (MAS)
CONNECTEDBUY	042;	US	75/725966 06/10/99		Pending	019899-000100US MMG (MAS)
DEMAND	042;	US	75/764220 07/30/99		Pending	019899-000700US MMG (MAS)
COORDINATION	035;	US	11/18/99		Pending	019899-001900US MMG (MAS)
GET IT TOGETHER	042;	US	75/726587 06/10/99		Pending	019899-000300US MMG (MAS)
GET IT TOGETHER NETWORK	035;	US	11/18/99		Pending	019899-001700US MMG (MAS)
GET YOUR @#%* TOGETHER	042;	US	75/779416 08/17/99		Pending	019899-001400US MMG (MAS)
GROUP BUYING	035;	US	75/783638 08/24/99		Pending	019899-001500US MMG (MAS)
IT'S BETTER TOGETHER	042;	US	75/725689 06/10/99		Pending	019899-000200US MMG (MAS)
MISCELLANEOUS DESIGN	042;	US	11/18/99		Pending	019899-002000US MMG (MAS)
FORM ASSEMBLY REQUIRED	042;	US				
THE POWER OF GROUP BUYING	035;	US	11/18/99		Pending	019899-002000US MMG (MAS)

November 18, 1999

SF 1045163 v1

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## COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 22 day of November , by and between Accompany, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

**WHEREAS**, Grantor and Grantee are parties to a certain Loan and Security Agreement dated November 22, 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 Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor 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 Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, 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 Grantor shall be liable for and promptly reimburse the Grantee 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.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor 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.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Grantor 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 Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, Grantee 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 Grantee shall commence any such suit, Grantor shall, at the request of Grantee, 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 Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan 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 Agreement 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 Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement 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 Agreement in any jurisdiction.

9. **Modification.** This Agreement 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 Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **Governing Law.** This Agreement 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 Agreement as of the date first set forth above.

**COMPANY:**

**ACCOMPANY, INC.**

By: K Beiteloch

Title: Director of Finance |

# SCHEDULE A

## PATENTS AND PATENT APPLICATION

<b>Docket</b>	<b>Serial Number</b>	<b>File Date</b>	<b>title</b>
1) EWG-086 Prov Aggregation System	60/118,189	02/01/1999	Internet Bid
2) EWG-086 US Purchase Requests	09/249,727	02/13/1999	Aggregating On-Line
3) EWG-101 US System and Method	09/376,884	08/18/1999	On Line Marketing
4) EWG-101 PCT System and Method	PCT/US99/18879	08/18/1999	On Line Marketing
5) EWG-102 Prov Aggregation Marketing Utilizing a Community of Internet Sites	60/149,072	08/16/1999	Demand

List of Accompany Patent applications 11/8/99

<b>Docket</b>	<b>Serial Number</b>	<b>File Date</b>	<b>title</b>
1) EWG-086 Prov 60/118,189		02/01/1999	Internet Bid Aggregation System
2) EWG-086 US 09/249,727		02/13/1999	Aggregating On-Line Purchase Request
3) EWG-101 US 9/376,884		08/18/1999	On Line Marketing System and Method
4) EWG-101 PCT PCT/US99/18879		08/18/1999	On Line Marketing System and Method
5) EWG-102 Prov 60/149,072		08/16/1999	Demand Aggregation Marketing Utilizi Community of Internet Sites

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TRADEMARK PROPERTY STATUS REPORT BY TRADEMARK

PREPARED FOR

Accompany, Inc.  
208 Utah Street  
San Francisco, CA 94103

PREPARED BY

TOWNSEND AND TOWNSEND AND CREW LLP

San Francisco Office  
TWO SARBACADERO CENTER  
EIGHTH FLOOR  
SAN FRANCISCO, CA 94111  
(415) 376-0200 voice  
(415) 376-0700 facsimile

Palo Alto Office  
379 LYTTON AVENUE  
PALO ALTO, CA 94011-1431  
(650) 376-2400 voice  
(650) 326-2422 facsimile

Seattle Office  
TWO UNION SQUARE  
601 UNION STREET, SUITE 5400  
SEATTLE, WA 98101-2317  
(206) 467-5600 voice  
(206) 621-6793 facsimile

Denver Office  
1200 SEVENTENTH STREET  
SUITE 2700  
DENVER, CO 80202  
(303) 571-4000 voice  
(303) 571-4321 facsimile

November 18, 1999



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TRADEMARK PROPERTY STATUS REPORT

SCHEDULE B

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BUY TOGETHER SAVE TOGETHER	042;	US	75725949 06/10/99		Pending	019899-000500US MMG (MAS)
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THE POWER OF GROUP BUYING	035;	US			Pending	

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