

RECORDATION OF  
**TRADEMARK**

06-02-2000



101338355

ements or copy thereof

*Corrective*  
Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies): MRI 6200

Accompany, Inc.

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

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

3. Nature of conveyance: 140

- Assignment
- Security Agreement
- Other Corrective Recordation of Document
- Merger
- Change of Name

recorded 02/01/2000 on Reel 2036 Frame 753

Execution Date: Document executed 11/22/1999 is a security interest not an assignment.

2. Name and address of receiving party(ies):

Name: Comdisco, Inc.

Internal Address: Legal Department

Street Address: 6111 N. River Road

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

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

A. Trademark Application No.(s)

See the attached listing

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: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: Crystal Plaza #1, Suite 1102

2001 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: \_\_\_\_\_

16

7. Total fee (37 CFR 3.41):..... \$ 535.00  
including expedited  
recording fee

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

06/05/2000 DCOATES 00000178 75764251

01 FC:481	40.00	OP
02 FC:482	375.00	OP
03 FC:484	120.00	OP

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.

Kathryn Jennison Shultz

Name of Person Signing

Signature

June 2, 2000

Date

Total number of pages including cover sheet:

2

Trademarks

Ser. No. 75/764,251	Filed 07/29/1999
Ser. No. 75/802,553	Filed 09/17/1999
Ser. No. 75/764,365	Filed 07/29/1999
Ser. No. 75/764,364	Filed 07/29/1999
Ser. No. 75/726,588	Filed 06/10/1999
Ser. No. 75/764,398	Filed 07/29/1999
Ser. No. 75/764,397	Filed 07/29/1999
Ser. No. 75/725,949	Filed 06/10/1999
Ser. No. 75/725,968	Filed 06/10/1999
Ser. No. 75/764,363	Filed 07/29/1999
Ser. No. 75/725,966	Filed 06/10/1999
Ser. No. 75/764,220	Filed 07/29/1999
Ser. No. 75/726,587	Filed 06/10/1999
Ser. No. 75/779,416	Filed 08/17/1999
Ser. No. 75/783,638	Filed 08/24/1999
Ser. No. 75/725,689	Filed 06/09/1999



To the Honorable Commissioner of Patents

101293263

and original documents or copy thereof.

1. Name of conveying party(ies):

Accompany, Inc.

200 FEB -1 AM 9: 59

OPR/FINANCE

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

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

3. Nature of conveyance:

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

Execution Date: NOVEMBER 22, 1999

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

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

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41)

\$640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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

1/24/00

Date

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

Mail documents to be recorded with required cover sheet information box

SCHEDULE B

TRADEMARKS TRADEMARK APPLICATIONS

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	ITC REP. COUNTRY
ACCOMPANY	042;	US	75764251 07/29/99		Pending	ATTY(S) HANDLING 019899-001300US
ACCOMPANY	035;	US	75760253 09/17/99		Pending	MAG (MAS) 019899-001600US
AFFILIATE NETWORK	035;	US	11/18/99		Pending	MING (MAS) 019899-001800US
ANTI-SWEETSTAKES	042;	US	75764365 07/29/99		Pending	MING (MAS) 019899-000900US
BROADBAND COMMERCIAL TOGETHER	042;	US	75764364 07/29/99		Pending	MING (MAS) 019899-000800US
BUILDING COMMERCIAL TOGETHER	042;	US	75772588 06/10/99		Pending	MING (MAS) 019899-000400US
BUY CYCLE	042;	US	75764398 07/29/99		Pending	MING (MAS) 019899-001100US
BUY TOGETHER	042;	US	75764397 07/29/99		Pending	MING (MAS) 019899-001200US
BUY TOGETHER SAVE TOGETHER	042;	US	75773940 06/10/99		Pending	MING (MAS) 019899-000300US
BUYER FLASH	042;	US	75773968 06/10/99		Pending	MING (MAS) 019899-000600US
CLICK AND TELL	042;	US	75773966 07/29/99		Pending	MING (MAS) 019899-001000US
CONNECTEDBUY	042;	US	75773966 07/29/99		Pending	MING (MAS) 019899-001700US
DEMAND	042;	US	75773966 06/10/99		Pending	MING (MAS) 019899-000700US
COORDINATION	042;	US	75773966 07/29/99		Pending	MING (MAS) 019899-001900US
GET IT TOGETHER	042;	US	75764220 07/29/99		Pending	MING (MAS) 019899-001300US
GET IT TOGETHER NETWORK	035;	US	11/18/99		Pending	MING (MAS) 019899-001400US
GET YOUR @FIT TOGETHER	042;	US	75772657 06/10/99		Pending	MING (MAS) 019899-000300US
GROUP BUYING NETWORK	035;	US	11/18/99		Pending	MING (MAS) 019899-001700US
IT'S BETTER TOGETHER	042;	US	75779416 09/17/99		Pending	MING (MAS) 019899-001400US
MISCELLANEOUS DESIGN	042;	US	75780618 08/24/99		Pending	MING (MAS) 019899-001500US
SOME ASSEMBLY REQUIRED	042;	US	75775689 06/10/99		Pending	MING (MAS) 019899-000200US
THE POWER OF GROUP BUYING	035;	US	11/18/99		Pending	MING (MAS) 019899-000800US

Priority response to Office action doc 01/13/00 (acc. to US/US/00)

CONFIDENTIAL TRADEMARK PROPERTY STATUS REPORT

2 20 M

### 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: *H. Beiteloch*

Title: *Director of Finance*

CONFIDENTIAL

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 EMERALD ADRIANO CENTER  
EIGHTH FLOOR  
SAN FRANCISCO, CA 94111  
(415) 376-0200 voice  
(415) 376-0200 fax/telex

Palo Alto Office  
379 LYTTON AVENUE  
PALO ALTO, CA 94301-1431  
(650) 376-2400 voice  
(650) 376-2422 fax/telex

Seattle Office  
TWO UNION SQUARE  
601 UNION STREET, SUITE 5600  
SEATTLE, WA 98101-2327  
(206) 467-9600 voice  
(206) 423-4793 fax/telex

Denver Office  
1700 S BENTLEY STREET  
SUITE 1700  
DENVER, CO 80202  
(303) 571-4000 voice  
(303) 571-4321 fax/telex

November 18, 1999