

FORM PTO-1584 (Rev. 8-93) OMB No. 0051-0011 (exp. 4/94)

REC

04-20-2000

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings 000

101327556

Attached original documents or copy thereof.

To the Honorable Commissioner of Pat.

1. Name of conveying party(ies):

Benefit Inc APR 13 AM 11:46 OPR/FINANCE 3-13-00

- 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: Ill ZIP: 60013

- 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

Execution Date: 1-14-00

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 First St #2675 City: San Francisco State: CA ZIP: 94104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

04/20/2000 DNGUYEN 00000063 815704

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40.00 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 of the original document.

Name of Person Signing

Nancy O'Connor Signature

Date

2/29/00

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

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

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 14th day of January, 2000, by and between BenefitPoint, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated January 14th, 2000 (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 and all other Secured Obligations, 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 and except for "Permitted Liens" under the Loan Agreement, 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 the Secured Obligations (other than the surviving obligations described in the proviso to Section 11.7 of the Loan Agreement) have been 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 the Secured Obligations (other than the surviving obligations described in the proviso to Section 11.7 of the Loan Agreement), 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:

BENEFITPOINT, INC.

By: _____

Title: _____

SCHEDULE A

PATENTS AND PATENT APPLICATION

NONE AT THIS TIME

SCHEDULE B

TRADEMARKS TRADEMARK APPLICATIONS

Convert.Collateral Grant of Security Interest (9.99)

-5-

Comdisco Confidential Information

TRADEMARK
REEL: 002055 FRAME: 0609

January 14, 2000

Kurt M. deGrosz
Chief Executive Officer
Benefitpoint, Inc.
One Front Street, 29th Floor
San Francisco, California 94111

Re: Summary of Benefitpoint Inc.'s Trademarks

Dear Mr. deGrosz:

We forward, as requested, a list of trademark applications in the name of Benefitpoint, Inc.

Mark	Country	Class	Application No.	Filing Date
BENEFITPOINT	Australia	35, 36	815,704	12/1999
BENEFITPOINT	Brazil	36	Not Yet Assigned	12/1999
BENEFITPOINT	Canada	42	1,007,947	03/09/1999
BENEFITPOINT	China	42	99/00058145	05/26/1999
BENEFITPOINT	China	36	Not Yet Assigned	07/02/1999
BENEFITPOINT	CTM (European Union)	36 & 42	1004589	12/03/1998
BENEFITPOINT	Israel	36	126265	03/03/1999
BENEFITPOINT	Japan	36 & 42	234711999	03/16/1999
BENEFITPOINT	Mexico	36	Not Yet Assigned	01/2000
BENEFITPOINT	Singapore	36	Not Yet Assigned	12/1999
BENEFITPOINT	S. Africa	36 & 42	Not Yet Assigned	12/1999
BENEFITPOINT	U.S.	36 & 42	75/536,804	08/14/1998

Please do not hesitate to contact us, if you have any questions

Very truly yours,

HOPKINS & CARLEY
A Law Corporation

Elizabeth V. Cardoza

294/0185414.01/1
312/221605.1