

04-20-2000

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FORM PTO-1584 (Rev. 6-93) OMB No. 005-0011 (excl. 4/94)

REC OF



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101327554

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

1. Name of conveying party(ies): <sup>240</sup> MAR 13 AM 11: 53

Shopping list. <sup>OPPR/ FINANCE</sup>

3-13-99

- 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: 12/10/99

2. Name and address of receiving party(ies)

Name: Comdesco, Inc.

Internal Address: Legal Dept

Street Address: 6111 N Riva Rd

City: LAUMONT 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 patent number(s):

A. Trademark Application No.(s)

See Exhibit B

B. Trademark Registration No.(s)

See Exhibit B

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Comdesco Inc

Internal Address: Legal Dept

Attn: Nancy O'Connor

Street Address: The Post St # 2475

City: LAUMONT State: IL ZIP: 60018

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00

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 DMB/TER 00000001 75753077

01 FC 481 40.00 OP  
02 FC 482 25.00 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

2/29/00

Date

Total number of pages including cover sheet, attachments, and document: 2

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

**SCHEDULE A**  
**PATENTS AND PATENT APPLICATION**

Online Service to facilitate offline shopping  
Serial No: 09/337633  
Filing Date: 6/21/99

Subloan.Collateral Grant of Security Interest (9.99)

-5-

Comdisco Confidential Information

**SCHEDULE B**  
**TRADEMARKS TRADEMARK APPLICATIONS**

Shoppinglist.com  
Serial No: 75/733077  
Filing Date: 6/21/99

VSERT  
Serial No: 75/742590  
Filing Date: 7/2/99

## 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 10<sup>th</sup> day of December, 1999, by and between ShoppingList.com, Inc. (the "**Grantor**") and Comdisco, Inc., (the "**Grantee**"),

**WHEREAS**, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated December 10, 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 in 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 perfected 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 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 licenses entered into in the ordinary course of business and other Permitted Liens of all of the patents and applications for Patents and Trademarks and applications for Trademarks subject to the lien granted 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, other than Permitted Liens, 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 granted to Grantee under this Agreement.

5. **Grantee's Right to Sue.** During the 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. Grantee shall not enter into any settlement of any suit brought in accordance with this section without Grantor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

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:**

SHOPPINGLIST.COM, INC.

By: Patricia Jordan

Title: Chief Financial Officer