

FORM PTO-1584 (Rev. 8-83) OMB No. 0651-0011 (exp. 4/94)

RECOR

04-20-2000

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

101327563

original documents or copy thereof.

1. Name of conveying party(ies): *210 MAR 13 PM 12: 01*

Tanaka Software **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: *1/19/00*

2. Name and address of receiving party(ies)

Name: *Comdesco, Inc*

Internal Address: *Regal West*

Street Address: *16111 W. Kawan Rd*

City: *Rosemead* State: *CA* 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: *Comdesco Inc*

Internal Address: *Regal West*

Street Address: *One Post St #2675*

City: *San Francisco* State: *CA* ZIP: *94104*

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 DNGUYEN 00000058 75530516

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'Carra
Signature

2/24/00
Date

Total number of pages including cover sheet, attachments, and document: 5

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

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This Collateral Assignment of Patents and Trademarks is made on this 19th day of January, 2000, by and between Tantau Software, Inc. (the "Assignor") and Comdisco, Inc., (the "Assignee"),

WHEREAS, Assignor and Assignee are parties to a certain Subordinated Loan and Security Agreement dated January 19th, 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 Assignor has agreed to grant to Assignee a lien on and a security interest in, inter alia, all the patent and trademark rights that Assignor 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 Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment of Patents.** To secure the full, complete and timely payment and satisfaction of Assignor's indebtedness with respect to the Loan owed to Assignee, Assignor hereby collaterally assigns, conveys, transfers, sets over and delivers to the Assignee (with power of sale), to the extent permitted by law, a 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 Assignor shall be liable for and promptly reimburse the Assignee 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.** Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and the interests herein assigned.

3. **Covenant and Warranty of Title.** Assignor 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, subject to Permitted Liens.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Assignee to be fully satisfied, Assignor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Assignor 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 Assignee under this Assignment Agreement, subject to Permitted Liens.

5. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee 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 Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary to aid Assignee in such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including reasonable attorney's fees, incurred by Assignee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the 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 Assignment is made for purposes of securing the Secured Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations thereunder, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Agreement.

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

9. **Modification.** This Assignment 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 Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

11. **GOVERNING LAW.** THIS ASSIGNMENT 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 Assignment as of the date first set forth above.

TANTAU SOFTWARE, INC.

By: 

Title: CEO

TANTAU Software, Inc.

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

SCHEDULE A

PATENT REPORT and STATUS

See Attached Separate Report

TRADEMARK
REEL: 002056 FRAME: 0151

21329.00004 22471-701	US 08/680,202	Method and Apparatus for Asynchronously Calling and Implementing Objects	Response to Office Action Filed October 27, 1999. Awaiting PTO response
21329.00019 22471-716	PCTUS97/11879	Method and Apparatus for Asynchronously Calling and Implementing Objects	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00020 22471-717	EP 97934894.3	Method and Apparatus for Asynchronously Calling and Implementing Objects	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00021 22471-718	JP 10-506101	Method and Apparatus for Asynchronously Calling and Implementing Objects	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.
21329.00005 22471-702	US 08/680,270	Method and Apparatus for Describing an Interface Definition language-Defined Interface, Operation and Data Type	Collecting documents for Information Disclosure Statement(IDS). Issue fee and IDS due January 12, 2000.
21329.00022 22471-719	PCTUS97/11891	Method and Apparatus for Describing an Interface Definition language-Defined Interface, Operation and Data Type	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00023 22471-720	EP 97936046.8	Method and Apparatus for Describing an Interface Definition language-Defined Interface, Operation and Data Type	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00024 22471-721	JP 10-506110	Method and Apparatus for Describing an Interface Definition language-Defined Interface, Operation and Data Type	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.
21329.00006 22471-703	US 08/678/681	Method and Apparatus Using parameterized Vectors for Converting Interface Definition Language-Defined Data Structures into a Transport and Platform Independent Format	Response to Office Action filed December 15, 1999. Awaiting PTO response.
21329.00007 22471-704	US 08/678.295	Method for Performing Distributed Object Calls	Response to Office Action Filed December 16, 1999. Awaiting PTO response.

21329.00008 22471-705	US 08/678,298 US 5,943,674	Data Structure Representing an Interface Definition language Source File	Issued as US Patent No. 5,943,674. Maintenance fee due February 24, 2003.
21329.00009 22471-706	US 08/680/266	Method and Apparatus for Performing Distributed Object Calls Using Proxies and Memory Allocation	Response to Office Action filed November 3, 1999. Awaiting PTO response.
21329.00025 22471-722	PCTUS97/11886	Method and Apparatus for Performing Distributed Object Calls Using Proxies and Memory Allocation	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00026 22471-723	EP 97934071.8	Method and Apparatus for Performing Distributed Object Calls Using Proxies and Memory Allocation	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00027 22471-724	JP 10-506106	Method and Apparatus for Performing Distributed Object Calls Using Proxies and memory Allocation	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.
21329.00010 22471-707	US 08/678,317	Object-Oriented Method and Apparatus for Information Delivery	Awaiting PTO Office Action on Continued Prosecution Application.
21329.00031 22471-728	PCTUS97/11887	Object-Oriented Method and Apparatus for Information Delivery	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00032 22471-729	EP 97934072.6	Object-Oriented Method and Apparatus for Information Delivery	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00033 22471-730	JP 10-506107	Object-Oriented Method and Apparatus for Information Delivery	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.
21329.00011 22471-708	US 08/678,791 US 5,897,636	Distributed Object Computer System with Hierarchal Name Spacing Versioning	Issued as US Patent No. 5,897,636. Maintenance fee due October 27, 2002.
21329.00012 22471-709	US 08/678,680	Hyper Media Object Management	Response to Office Action filed July 22, 1999. Awaiting PTO response.

21329.00016 22471-713	PCTUS97/11885	Hyper Media Object Management	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00017 22471-714	EP 97934070.0	Hyper Media Object Management	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00018 22471-715	JP 9-202282	Hyper Media Object Management	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.
21329.00013 22471-710	US 08/887,987	Method and Apparatus for Object Reference Processing	Issue fee and formal drawings due January 26, 2000.
21329.00014 22471-711	US 08/887,758	Method and Apparatus for Providing Portable Kernel-Mode Support for Fast Interprocess Communcation	Application allowed. No action necessary unless patent does not issue by February 2000.
21329.00015 22471-712	US 08/680,203 US 5,860,072	Method and Apparatus for Transporting Interface Definition Language-Defined Data Structures Between Heterogenous Systems	Issued as US Patent No. 5,860,072. Maintenance fee due July 12, 2002.
21329.00028 22471-725	PCTUS97/1883	Method and Apparatus for Transporting Interface Definition language-Defined Data Structures Between Heterogeneous Systems	PCT International phase complete. Application now handled by designated countries and/or regions.
21329.00029 22471-726	EP 97934069.2	Method and Apparatus for Transporting Interface Definition language-Defined Data Structures Between Heterogeneous Systems	Entered European Regional Phase February 4, 1999. Being examined in Europe.
21329.00030 22471-727	JP 10-506103	Method and Apparatus for Transporting Interface Definition language-Defined Data Structures Between Heterogeneous Systems	Japanese Application Filed, but not being examined. Request for exam due July 11, 2004.

21329 00001 Austin 127897.1

TANTAU Software, Inc.

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

SCHEDULE B

TRADEMARK AND TRADEMARK APPLICATIONS

Registered Trademarks: None

Trademark Applications: TANTAU -- (USPTO Application Serial Number
75-530516, dated August 4, 1998)

INFOCHARGER -- (USPTO Application Serial Number
75-530548, dated August 4, 1998)