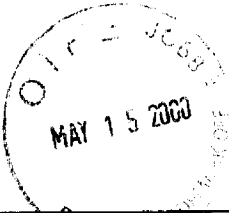


05-31-2000



101372234

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

5-15-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
05/05/00

Conveying Party

Mark if additional names of conveying parties attached

Name: VIRTUAL GROWTH INCORPORATED

Execution Date: 05/05/00

Formerly: \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name: Comdisco, Inc.

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): 6111 North River Road

Address (line 2): \_\_\_\_\_

Address (line 3): Rosemont, Illinois 60018

City: Rosemont State/Country: Illinois Zip Code: 60018

Individual  General Partnership  Limited Partnership  Corporation  Association

Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/30/2000 DNGUYEN 00000231 200052 75694493

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 225.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002080 FRAME: 0291

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

*David Adams*

T. Scott Bucey, Esq.

*T. Scott Bucey*

05/12/00

Name of Person Signing

Signature

Date Signed

# 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 5<sup>th</sup> day of May, 2000, by and between Virtual Growth Incorporated, a Delaware corporation (the "Grantor") in favor of Comdisco, Inc., a Delaware corporation (the "Grantee").

**WHEREAS**, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated May 5, 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 agrees 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, if any, 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, if any, 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.

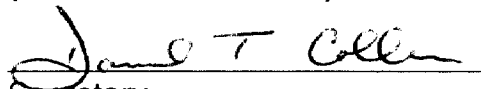
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

**Virtual Growth Incorporated**

By:   
Name: Thomas S Chantfors  
Title: Vice President Finance

ATTEST:

(CORPORATE SEAL)

  
Secretary

STATE OF NEW YORK )  
  ) SS  
COUNTY OF NEW YORK )

The foregoing Agreement was executed and acknowledged before me this 11<sup>th</sup> day of May, 2000, by Thomas S. Chantfors, personally known to me to be the Vice President of Virtual Growth Incorporated, a Delaware corporation, on behalf of such corporation.

(SEAL)

GEORGE JAKOWENKO  
Notary Public, State of New York  
No. 01JA5067385  
Qualified in Rockland County  
Commission Expires Oct. 28, ~~1998~~ 2000

Notary Public   
My commission expires: 10/28/2000

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

**None.**

**Comdisco Confidential Information**

**TRADEMARK  
REEL: 002080 FRAME: 0296**

## SCHEDULE B

### TRADEMARKS AND TRADEMARK APPLICATIONS

| <b><u>Trademark</u></b>                 | <b><u>Application/Registration No.</u></b> |
|---|--|
| Virtual Accountant                      | 75/694,493                                 |
| Virtual Accounting                      | 75/694,495                                 |
| Virtual Bookkeeper                      | 75/694,494                                 |
| Virtual Controller                      | 75/306,775 / 2,187,508                     |
| Virtual Review                          | 75/545,220 / 2,269,142                     |
| Virtual CFO                             | 75/306,799 / 2,330,563                     |
| Put the Power in Your<br>Numbers        | 75/906,954                                 |
| Accounting for the New<br>Economy       | 75/906,695                                 |
| Virtual Growth                          | 75/146,618                                 |
| Built for Accountants<br>by Accountants | 75/910,945                                 |

Comdisco Confidential Information