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To the Honorable Commissioner of Patents

101388093

Send original documents or copy thereof.

1. Name of conveying party(ies):

Market Tools, Inc.

5-23-00

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

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

3. Nature of conveyance:

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

Interest of Patents and Trademarks

Execution Date: May 11, 2000

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address:

Street Address: 6111 North River Road

City: Rosemont State: IL ZIP: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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)

76/008,488
76/008,484
76/008,485

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: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara J. Hoehn
Legal Assistant

Street Address: 2049 Century Park E., 21st Fl.

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

06/22/2000 ASCOTT 00000000 000000 75008480

DO NOT USE THIS SPACE

01 FC:483
02 FC:482

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.

Christine E Wilson
Sara J. Hoehn

Name of Person Signing

Sara J. Hoehn

Signature

5/23/00

Date

6

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

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

TRADEMARK
REEL: 002092 FRAME: 0407

SCHEDULE A

PATENTS AND PATENT APPLICATION

1. Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
System and Method for Remotely Creating and Deploying Web-Based Surveys	60/157,264	10/1/99
System and Method for Remotely Creating and Deploying Web-Based Surveys Using Web Content Objects that are Stored in a Database	09/410,845	10/1/99
Survey Communication Across a Network*	09/050,331*	3/30/98*

**Grantor is the exclusive licensee of this Patent Application, not the owner*

SCHEDULE B**TRADEMARKS TRADEMARK APPLICATIONS**1. Trademark Applications**United States**

<u>Date Filed</u>	<u>Application Number</u>	<u>Mark</u>
March 23, 2000	76/008,488	ZPANEL
March 23, 2000	76/008,484	ZTELLIGENCE
March 23, 2000	76/008,486	ZSAMPLE
March 23, 2000	76/008,485	ZRESEARCH
March 23, 2000	76/008,487	ZSITE MD
October 12, 1999	75/820,914	ESAMPLE
October 12, 1999	75/820,915	NGAUGE
October 12, 1999	75/820,916	ESURVEYS
October 12, 1999	75/820,917	EPANELS
October 12, 1999	75/820,918	POWERCORE
October 12, 1999	75/820,919	TEN.COMMANDMENTS
October 13, 1999	75/821,187	ZOOMERANG
October 13, 1999	75/821,186	Z ZOOMERANG (and Design)
February 10, 1999	75/637,491	MARKETTOOLS
February 10, 1999	75/637,461	MARKETTOOLS.COM

Europe

<u>Date Filed</u>	<u>Application Number</u>	<u>Mark</u>
August 5, 1999	001267723	MARKETTOOLS

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

THIS COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS (this "Agreement") is made as of this 11th day of May, 2000, by and between MARKET TOOLS, INC. ("Grantor") and COMDISCO, INC., ("Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Reimbursement and Security Agreement dated May 11, 2000 (as amended, restated, modified or otherwise supplemented from time to time, the "Reimbursement Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined).

WHEREAS, pursuant to the Reimbursement Agreement, 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 Secured Obligations outstanding thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Reimbursement 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 Secured Obligations, Grantor hereby grants to Grantee, to the extent permitted by law, a lien and security interest in and to all (a) 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 in **Schedule A** attached hereto and made a part hereof (as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing collectively referred to as the "Patents"), (b) the trademark applications listed in **Schedule B** attached hereto and made a part hereof (as the same may be amended to include any trademarks and trademark applications hereafter acquired), and all registrations and renewals thereof, (the foregoing collectively referred to as the "Trademarks"), and (c) 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. 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 for Permitted Liens and as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks in which is granted a security interest hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Reimbursement Agreement, until all Secured Obligations 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 Guarantee Amount, 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, that 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 upon demand Grantor shall promptly 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, and no failure to exercise, and no delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Reimbursement Agreement shall operate as a waiver thereof; and no 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 the Secured Obligations under the Reimbursement Agreement and upon full and complete compliance with the terms and conditions of the Reimbursement Agreement and satisfaction of all Secured Obligations, 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 that may have been made by Grantee pursuant hereto or pursuant to the Reimbursement 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.

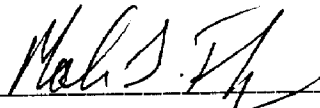
10. **Binding Effect.** This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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.

GRANTOR:

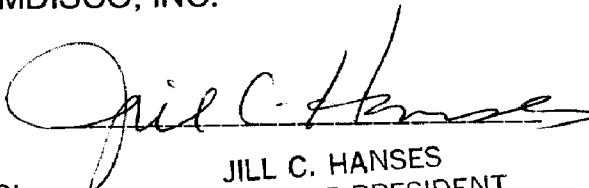
MARKET TOOLS, INC.

By: 
Title: CFO

ACKNOWLEDGED:

GRANTEE:

COMDISCO, INC.

By: 
Title: JILL C. HANES
SENIOR VICE PRESIDENT

MAY 10 2000