

12-01-2000

OMB No. 0651-0011 (exp. 4/94)

TRAD



Tab settings

7-26 00

To the Honorable Commissioner of Patents and Trade

101534337

Documents or copy thereof.

1. Name of conveying party(ies):

CapitalThinking, Inc.

07-26-2000

U.S. Patent & TMO's/TM Mail Rcpt Dt. #26

- Individual(s), General Partnership, Corporation-State Delaware, Other

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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name, Other

Execution Date: July 20, 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)

75/884,508
75/913,882

B. Trademark Registration No.(s)

75-884508
75-913882

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 Hoehn
Legal Assistant

Street Address: 2049 Century Park East
Suite 2100

City: Los Angeles State: CA ZIP: 90067

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:

20.0052

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

01/30/2000 INVENT 0000026 200002 75004500

DO NOT USE THIS SPACE

01 FC:401 40.00 CH
02 FC:402 75.00 CH

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
Kristine Kim

[Signature]

July 24, 2000

Name of Person Signing

Signature

Date

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

7.26.00

08-31-2000



101447004

Documents or copy thereof.

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07-26-2000

U.S. Patent & TMO's/TM Mail Rcpt Dt. #26

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- Corporation-State Delaware
- Other
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RECEIVED
JUL 20 8:23
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01/30/2000 BNCNEN 000002CA 200062 75884508

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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.

Kristine E Wilson
Kristine Kim

Name of Person Signing

Kristine E Wilson

Signature

July 24, 2000

Date

Total number of pages including cover sheet, attachments, and document: 1

COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is made and entered into as of July 20, 2000, by and between CAPITALTHINKING, INC., a Delaware corporation ("Grantor"), in favor of COMDISCO, INC., a Delaware corporation ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement of even date herewith (including all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein.

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee a Lien upon, inter alia, all right, title and interest of Grantor in, to and under the Intellectual Property Collateral (as defined below), to secure the payment of all Secured Obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Loan 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 Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, Grantor hereby grants to Grantee a continuing Lien upon all of Grantor's right, title and interest in, to and under the following property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(i) all Patents and Patent Licenses, including those referred to in **Schedule A** attached hereto;

(ii) all Trademarks and Trademark Licenses, including those referred to in **Schedule B** attached hereto; and

(iii) all Proceeds of the foregoing.

Grantor shall be liable for, and promptly reimburse Grantee for, all fees and costs, including reasonable attorneys' 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 the sole owner of the Intellectual Property Collateral, free of any and all Liens and encumbrances whatsoever other than Permitted Liens.

4. **Restrictions on Future Grants of Liens.** Except as permitted under the Loan Agreement, until all Secured Obligations are paid in full in cash, Grantor hereby agrees not to sell or assign or grant a Lien in the Intellectual Property Collateral, 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 granted to Grantee hereunder and under the Loan Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and 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 its interests in and to the Intellectual Property Collateral, 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 instruments that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorneys' 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, 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; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall 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 and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, documents or instruments as may be necessary or proper to terminate Grantee's Liens in the Intellectual Property Collateral, subject to any disposition thereof that may have been made by Grantee 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 Grantor and Grantee.

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first set forth above.

GRANTOR:

CAPITAL THINKING, INC.

By: 

Name: Charles R Moore

Title: COO

SCHEDULE A

PATENTS AND PATENT LICENSES

- 1) License Agreement dated March 23, 2000, between Grantor and Acropole, Inc.

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

(SEE ATTACHED TRADEMARK LICENSES)



US PATENT & TRADEMARK OFFICE

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(1 of 1)

[Check Status](#)

Word Mark	<i>CAPITALTHINKING</i>
Pseudo Mark	CAPITAL THINKING
Owner Name	(APPLICANT) <i>CapitalThinking</i> , Inc.
Owner Address	52 Vanderbilt Avenue New York NEW YORK 10017 CORPORATION DELAWARE
Attorney of Record	Howard G. Zaharoff
Serial Number	75-884508
Filing Date	01/03/2000
Section 1(B) indicator	SECTION 1 (B)
Mark Drawing Code	(1) TYPED DRAWING
Register	PRINCIPAL
Type of Mark	SERVICE MARK
<hr/>	
International Class	036
Goods and Services	Financial services, namely, providing commercial mortgage brokering, syndication, securitization and auctioning services over a global communications network



(1 of 1)

SAEGIS. CUSTOM REPORT

Reference: 11519-5 B. Breen

Username: ALAN DUBIN

Options: Plurals

Options: Cross Refs on, Plurals on, Active Only off

Q1 **1** **Serial Number = 75913882**

Selected Databases

TRADEMARKSCAN®: U.S. Federal

Citations

1. *Design Only*

Status: PENDING

Class: 36

Goods/Services: FINANCIAL SERVICES, NAMELY, PROVIDING COMMERCIAL MORTGAGE BROKERING, SYNDICATION, SECURITIZATION AND AUCTIONING SERVICES OVER A GLOBAL COMMUNICATIONS NETWORK

Owner Name: CAPITALTHINKING, INC.

U.S. Federal



Full Text For Citations

Design Only ref.1

Image

TRADEMARKSCAN®--U.S. Federal

Serial Number: 75913882

Status: PENDING

USPTO Status: (630) NEW APPLICATION - RECORD INITIALIZED NOT ASSIGNED TO EXAMINER

Filed: February 9, 2000

Goods/Services: FINANCIAL SERVICES, NAMELY, PROVIDING COMMERCIAL MORTGAGE BROKERING, SYNDICATION, SECURITIZATION AND AUCTIONING SERVICES OVER A GLOBAL COMMUNICATIONS NETWORK

International Class(es)

36 (Insurance and Financial Services)

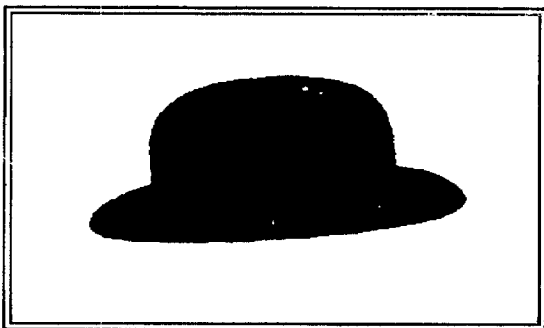
International Class: 36
First Used: November 1, 1999
In Commerce: November 1, 1999

Applicant:
CAPITALTHINKING, INC.
DELAWARE CORPORATION
52 VANDERBILT AVENUE
NEW YORK, NEW YORK 10017

Filing Attorney: HOWARD G. ZAHAROFF
Reference Number: CAPTM02

Filing Correspondent:
HOWARD G. ZAHAROFF
MORSE, BARNES-BROWN & PENDLETON, P.C.
1601 TRAPELO ROAD
WALTHAM, MA 02451

Design Phrase: THE MARK CONSISTS OF A BLUE BOWLER HAT.



Index of Owners

CAPITALTHINKING, INC.
Design Only
reference 1

File Dates

U.S. Federal

Date Last Updated: June 16, 2000

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