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To the Honorable Commissioner of Patents and Trademarks 101584862

Attached original documents or copy thereof.

1. Name of conveying party(ies):

IPVERSE, INC.

MRO
1.17.01

- 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
- Other _____
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: January 11, 2001

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)
75/916926

B. Trademark Registration No.(s)
75/645,245

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: Bryan Snyder
Legal Assistant

Street Address: 2049 Century Park East
Suite 2100

City: Los Angeles State: CA ZIP: 90067

01/17/2001 DMGUYEN 00000273 200052 75916926

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)

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 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.

Bryan Snyder

Name of Person Signing

Signature

January 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 6

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002213 FRAME: 0334

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 11th day of January, 2001, by and between IPVERSE, INC. (the "Grantor") and COMDISCO, INC. (the "Grantee").

WHEREAS, Grantor owns an interest in the patents, applications for patents and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks, applications for trademarks and is a party to the trademark licenses listed on Schedule B;

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement of even date herewith (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively, the "Loan Agreement") by and between Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement) whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement) owing by Grantor under the Loan Agreement and the other Loan Documents referred to therein;

NOW THEREFORE, for 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 security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A, as the same may be amended to include any Patents, Patent Licenses and applications for Patents hereinafter acquired, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B as the same may be amended to include any Trademarks, Trademark Licenses or applications for Trademarks hereafter acquired, in all cases including all goodwill associated with any of the foregoing, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

2. Authorization. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. 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 without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement, the Loan Agreement and of the rights and powers herein and therein granted, including, without limitation, the execution of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks for filing by Grantee with the U.S. Patent and Trademark Office, or the execution of any financing statements or continuation statements for filing by Grantee under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or any Loan Document.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, 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, instruments 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 attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. 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.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor: IPVERSE, INC.

Signature: David Leonard

Print Name: David Leonard

Title: VP Finance

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
Between ipVerse, Inc., as Grantor
and Comdisco, Inc. as Grantee**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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System and Method for Integrating Multiple Signaling and Media-Control Protocols in an IP Telephony System	--Application still pending --Filed 12/17/99	S/N 09/464,268
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PATENT LICENSES

Name	Licensor	Licensee	Patent Number
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None

SCHEDULE B

To Collateral Grant of Security Interest in Patents and Trademarks Between ipVerse, Inc., as Grantor and Comdisco, Inc. as Grantee

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
IPVERSE	6/20/2000	75/645,245	Published in Official Gazette 6/20/2000

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
CONTROL SWITCH	2/10/2000	75/916926	Pending Application

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None			