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03-29-2001

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To the Honorable Commissioner of Pa

101625848

ched original documents or copy thereof.

1. Name of conveying party(ies):

Convio, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- 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: 12/12/2000

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)

- 75/909559
- 76/118368
- 76/118369
- 76/118809

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: Bryan Snyder

Street Address: 2049 Century Park East  
Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- 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)

01/12/2001 MHWED1 00000677 200052 75909559

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.

Christine E Wilson  
Name of Person Signing

Christine E Wilson  
Signature

Dec. 18, 2000  
Date

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

## 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 12<sup>th</sup> day of December, 2000, by and between CONVIO, 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") (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) 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 whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations 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, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and Grantor shall not be deemed to have granted a security interest in any of Grantor's rights or interest in, any license, contract or agreement to which Grantor is a party (other than any such license, contract or agreement in respect of which each other party is an affiliate of Grantor) or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would (i) be contrary to applicable law, or (ii) under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, such license, contract or agreement (other than to the extent that any such breach or default would be rendered ineffective under the UCC, applicable law (including the Bankruptcy Code) or principles of equity), which as of the Closing Date, the parties agree and understand are the licenses, contracts or agreements identified on Schedule 1 attached hereto; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

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.

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 filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements 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:**        **CONVIO, INC.**

Signature: 

Print Name: Jimmy Bhatnagar

Title: PRESIDENT & CEO

## SCHEDULE A

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

#### PATENTS AND PATENT APPLICATIONS

##### PATENTS

Patent Name	Status and Date Issued	Patent Number
None	N/A	N/A

##### PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None	N/A	N/A

##### PATENT LICENSES

Name	Licensor	Licensee	Patent Number
None	None	None	N/A

## SCHEDULE B

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

#### TRADEMARKS AND TRADEMARK APPLICATIONS

##### TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
None	N/A	N/A	N/A

##### TRADEMARK APPLICATIONS

Name	Date Filed	Application Number	Status
Convio	February 4, 2000	75909559	Pending
Convio Relationship Management	August 28, 2000	76118368	Pending
Convio RMS	August 28, 2000	76118369	Pending
The Online Partner for Nonprofits	August 28, 2000	76118809	Pending

##### TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None	N/A	N/A	N/A

**SCHEDULE 1**

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

**NONE**