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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-12-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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8-23-00
Re:
1-30-01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
Effective Date
Month Day Year

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Stratasource Execution Date
Month Day Year
08 07 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 N. River Road

Address (line 2) _____

Address (line 3) Rosemont IL 60018
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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.)

MAIL MARK FILE PROCESS. RECEIVED
AUG 23 A 8 51
US PATENT & TRADEMARK OFFICE

02/12/2001 6TON11 00000001 200052 75814720 FOR OFFICE USE ONLY
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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

TRADEMARK
REEL: 002233 FRAME: 0031

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.

Christine E. Wilson
Bill Petty

Christine E. Wilson
Bill Petty

8/18/00

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 7 day of August, 2000, by and between Stratasource (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement dated August 7, 2000 (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in 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.

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 and Grantee agree as follows:

1. **Grant of Security Interest of Patents and Trademarks.** To secure the Secured Obligations, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien upon and security interest in and to all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following, whether now existing or hereafter arising: (i) Patents, Patent Licenses, and patent applications and specifically those listed on **Schedule A** attached hereto, as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof; (ii) Trademarks, Trademark Licenses, and trademark applications and specifically those 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 all registrations and renewals thereof; (iii) all Proceeds thereof.

2. **Grantee's Right to Sue.** From and after the occurrence and 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 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.

3. **Loan Agreement.** The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined herein are used in this Agreement with the same meaning as defined in the Loan Agreement.

4. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

5. **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.

6. **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, and (where applicable) the laws of the United States of America.

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

Grantor: STRATASOURCE

Signature: Thomas E. Jones

Print Name: THOMAS E. JONES

Title: CEO

SCHEDULE A

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

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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PATENT LICENSES

Name	Licensor	Licensee	Patent Number
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SCHEDULE B

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

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
StrataSource	10/5/99	75-814720	Original application in process of amendment. Recitation of services being made more descriptive

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
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Formerly

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DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership 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.)
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- Other
- Citizenship/State of Incorporation/Organization

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(415) 398-4700

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)		
<input type="text" value="75814720"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Christina E Wilson
Bill Petty

Christina E Wilson
Bill Petty

8/18/00

Name of Person Signing

Signature

Date Signed



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

JANUARY 16, 2001

PTAS

MURPHY SHENEMAN JULIAN & ROGERS
 BILL PETTY
 101 CALIFORNIA STREET
 SUITE 3900
 SAN FRANCISCO, CA 94111



101521550A

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101521550

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THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$40 .

SEDLEY PYNE, PARALEGAL
 ASSIGNMENT DIVISION
 OFFICE OF PUBLIC RECORDS



01-30-2001

U.S. Patent & TMOft/TM Mail Rcpt. Dt. #40

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