

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

1-19-01



01-19-2001

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

02-15-2001



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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
- Change of Name
- Other

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 EXECUTIVE DATE
 JAN 19 2001
 A 10:10 AM

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
 Month Day Year
 12 11 00

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
 City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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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01 FC:481 40.00 CH
 02 FC:482 290.00 CH

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

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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)		
<input type="text" value="75/682,634"/>	<input type="text" value="75/682,631"/>	<input type="text" value="75/761,480"/>	<input type="text" value="1,511,590"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/682,637"/>	<input type="text" value="76/110,640"/>	<input type="text" value="76/110,639"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/110,638"/>	<input type="text" value="76/110,625"/>	<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.

Darlene Haun Signature Date Signed

Name of Person Signing

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 December, 2000 by and between Sekani, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated as of December 11, 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.

(a) To secure the Secured Obligations, Grantor hereby grants to the Grantee, to the extent permitted by law and except as provided in Paragraph 1(b) below, 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.

(b) Notwithstanding anything herein to the contrary, in no event shall the foregoing grant of Paragraph 1(a) 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 interest thereunder to the extent, but only to the extent, that such a grant would, 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

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ineffective under the UCC, applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the collateral of Grantee 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. **Grantee's Right to Sue.** Upon 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 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 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 Grantor has duly executed this Agreement as of the date first set forth above.

Grantor: **SEKANI, INC.**

By: Sharon J. Geller

Print Name: Sharon J. Geller

Title: Senior VP Finance

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SCHEDULE A

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

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
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PATENT APPLICATIONS

<u>Name</u>	<u>Status & Date Filed</u>	<u>Application Number</u>
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PATENT LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>
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SCHEDULE B
To Collateral Grant of Security Interest in Patents and Trademarks
Between Sekani, Inc. as Grantor
and Comdisco, Inc. as Grantee

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
Federal Follies and Design	November 8, 1988	1,511,590	Registered

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Country</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
Action Adventure	Sports U.S.	April 14, 1999	75/682,634	Published
Action Adventure	Sports U.S.	April 14, 1999	75/682,631	About to be published
FootageNow	U.S.	July 27, 1999	75/761,480	Notice of Allowance Issued
Second Line Search	U.S.	April 14, 1999	75/682,637	Published
Sekani	U.S.	August 16, 2000	76/110,640	Filed
Sekani	U.S.	August 16, 2000	76/110,639	Filed
Sekani	U.S.	August 16, 2000	76/110,638	Filed
Sekani	U.S.	August 16, 2000	76/110,625	Filed
Sekani	Australia	October 23, 2000	854,444	Filed
Sekani	Canada	October 20, 2000	1,079,512	Filed
Sekani	E.U.	October 20, 2000	1,913,821	Filed
Sekani	Japan	October 20, 2000	114341/2000	Filed
Sekani	Brazil			Instructed

TRADEMARK LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Number</u>
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