

04-05-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MAR 22 2001

MRD  
3-22-01

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/04/2001 AQHMED1 00000295 200052 75860493

01 FD 481 40.00 CH  
02 FD 488 205.00 CH

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. 20503

TRADEMARK

REEL: 002264 FRAME: 0411

**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="75/860,423"/>	<input type="text" value="75/860,462"/>	<input type="text" value="75/860,457"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/860,451"/>	<input type="text" value="75/860,460"/>	<input type="text" value="75/860,455"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/860,470"/>	<input type="text" value="75/860,459"/>	<input type="text" value="75/860,467"/>	<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.

*David Adams*  
Darlene L. Haun  
Name of Person Signing

*[Signature]*  
Signature

*3/20/01*  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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 the Assignment.)

**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)**

75/860,461	<input type="text"/>	<input type="text"/>
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## 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<sup>th</sup> day of March, 2001 by BROADCLOUD COMMUNICATIONS, INC. ("Grantor") for the benefit of COMDISCO, INC. ("Grantee").

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

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

**WHEREAS**, pursuant to the terms of the Subordinated Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Loan Agreement") between Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance 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;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B;

(iii) all Proceeds of the foregoing.

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 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 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:**      **BroadCloud Communications, Inc.**

Signature:   
Print Name: Richard Wierzbicki  
Title: Vice President

## SCHEDULE A

### To Collateral Grant of Security Interest in Patents and Trademarks by BroadCloud Communications, Inc. in favor of Comdisco, Inc.

#### PATENTS AND PATENT APPLICATIONS

##### PATENTS

<b>Patent Name</b>	<b>Status and Date Issued</b>	<b>Patent Number</b>
Remote Digital Image Viewing System and Method	Issued on 12/26/2000	No. 6,166,729

##### PATENT APPLICATIONS

<b>Name</b>	<b>Status and Date Filed</b>	<b>Application Number</b>
Wireless Network System and Method	Filed 7/19/00; pending	09/618,881
Remote Visual Information Monitoring System and Method	Filed 5/7/98; pending; annuity paid; renewed until 5/7/2018	PCT/US98/09332
Remote Visual Information Monitoring System and Method (Europe)	Filed 2/14/00; pending; search report issued 3/31/00	98920327.8
Remote Visual Information Monitoring System and Method (Japan)	Filed 5/7/98; pending; request for examination deadline 5/7/2005	10-548497
Wireless Network System and Method	Filed 1/21/00; pending; converted to regular application 7/19/00 (BRDC:013)	60/177,329
Digital Image Transfer System and Method	2/7/00; pending; converted to regular application 7/19/00 (BRDC:019)	60/180,649
Wireless Network System and Method	7/19/00; pending	09/619,038
Wireless Network System and Method (ASP)	7/26/00; pending	60/220,730
Wireless Communications Invisible Proxy and Hooking Systems and Methods	10/16/00; pending as provisional application (BRDC035P)	60/241,086
Wireless Communications Invisible Proxy and Hooking Systems and Methods	3/01/01; pending as provisional application (BRDC035PCIP1)	Not received
Wireless ASP Systems and Methods	10/16/00; pending as provisional application (BRDC036P)	Not received

Wireless ASP Systems and Methods	3/01/01; pending as provisional application (BRDC035PCIP1)	Not received
E-Mail and Messaging Systems and Methods	10/16/00; pending as provisional application (BRDC037P)	60/241,095
E-Mail and Messaging Systems and Methods	3/01/01; pending as provisional application (BRDC037PCIP1)	Not received
Wireless Communications Protocols and Architectures Systems and Methods	10/16/00; pending as provisional application (BRDC038P)	60/241,087
Wireless Communications ProtocolsAnd Architectures Systems and Methods	3/01/01; pending as provisional application (BRDC038PCIP1)	Not received
Browser and Network Optimization Systems and Methods	10/16/00; pending as provisional application	60/240,985
Remote Digital Image Viewing System and Method (formerly BRDC016)	10/31/00; pending	09/703,228
Scalable Server Architecture Systems and Methods	3/01/01; pending as provisional application	Not received

## **PATENT LICENSES**

Name	Licensor	Licensee	Patent Number
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None



## SCHEDULE B

### To Collateral Grant of Security Interest in Patents and Trademarks by BroadCloud Communications, Inc. in favor of Comdisco, Inc.

#### TRADEMARKS AND TRADEMARK APPLICATIONS

##### TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
None			

##### TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
BROADCLOUD.COM	12/15/99	75/860,423 (US)	Pending
BROADCLOUD	12/15/99	75/860,451	Pending
WIPIT!	12/15/99	75/860,470	Pending
FOLLOWME HOMEPAGE	12/15/99	75/860,462	Pending
FOLLOWMEHOMEPAGE.COM	12/15/99	75/860,460	Pending
WIRELESS INTERNET PROTOCOL	12/15/99	75/860,459	Pending
WIP	12/15/99	75/860,457	Pending
WIP.COM	12/15/99	75/860,455	Pending
WIPIT.COM	12/15/99	75/860,467	Pending
LET LIFE INTERFERE WITH YOUR WORK	9/13/2000	75/860,461	Pending
SURE•connect	2/16/2001	not received	Pending
SURE•office	2/20/2001	not received	Pending
SURE•location	2/20/2001	not received	Pending
SURE•photo	2/20/2001	not received	Pending
SURE•homepage	2/20/2001	not received	Pending
SURE•wireless	2/27/2001	not received	Pending

##### TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None			