Expires 06/30/99	04-16-2001 04-27-2001	
(21)	nt & TMOfo/TM Mail Ropt. Dt. #40	
10.01		
RECORDATION FORM COVER SHEET		
TO: The Commissioner of Patents and Trademarks: Please Plants		
	Conveyance Type	
XX New	Assignment License	
Resubmission (Non-Recordation) Document ID #	XX Security Agreement Nunc Pro Tunc Assignment	
Correction of PTO Error Reel # Frame #	Merger Effective Date Month Day Year	
Corrective Document	Change of Name	
Reel # Frame # Conveying Party	Other	
Mark if additional names of conveying parties attached Execution Date		
Name SL.com, Inc. soon to be know	n as ServiceLane Holdings, Corp. Month Day Year 12 15 2000	
Formerly		
Individual General Partnership Limited Partnership XX Corporation Association		
Other		
XX Citizenship/State of Incorporation/Organization Delaware		
Receiving Party 759603/3 Mark if additional names of receiving parties attached		
Name Comdisco, Inc.		
DBA/AKA/TA		
Composed of	7 <u>2</u> 2	
	DEM APR	
Address (line 1) 6111 North River Road	7	
Address (line 2)	AZ ZE	
Address (line 3) Rosemont	Illinois 75 600185	
Individual General Partnership	State/Country Photography State/Country Phot	
XX Corporation Association	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic	
Other	representative should be attached. (Designation must be a separate document from Assignment.)	
XX Citizenship/State of Incorporation/Organization	principal and the second of th	
001 LWUS-LER 00000294 200052 75960313 FOR OFFICE USE ONLY		
91 40.90 ČH		
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:		
Mail documents to be recorded	emarks, Box Assignments , Washington, D.C. 20231	
	TRADEMARK	

REEL: 002281 FRAME: 0184

FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2		
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 415/398-4700				
Name	Murphy Sheneman Julia	n & Rogers		
Address (line 1)	Attention: Darlene L	. Haun		
Address (line 2)	101 California Street			
Address (line 3)	39th Floor			
Address (line 4)	San Francisco, CA 941	11		
Pages Enter the total number of pages of the attached conveyance document # 5				
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).				
Trac	lemark Application Number(s)		ation Number(s)	
L				
Number of Properties Enter the total number of properties involved. # 1				
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40 5				
Method o	of Payment: Enclosed	Deposit Account	•	
	_	fees can be charged to the account.)	# 20-0652	
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # 2.0-0651				
	Author	ization to charge additional fees:	Yes No	
Statement and Signature				
Statement and Signature To the best of my knowledge and belief, the foregoing information is true and correct and any To the best of my knowledge and belief, the foregoing information is true and correct and any 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 documents				
ind	icated herein.	Tonto Colon	Wizla	
	L. Haun	crucy	Date Signed	
Nam	e of Person Signing	Signature		

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 15th day of December, 2000 by and between SL.com, Inc. (soon to be known as ServiceLane Holdings Corp.) (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Continuing Guaranty and Security Agreement dated December 15, 2000 (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Guaranty Agreement").

WHEREAS, pursuant to the Guaranty 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 to secure the payment of all Guaranty Obligations owing by the Grantor under the Guaranty Agreement.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Guaranty 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 payment of the Guaranty Obligations owing by the Grantor under the Guaranty Agreement, 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.
 - (b) Notwithstanding anything herein to the contrary, Guarantor shall not be deemed to have granted a security interest in any of Guarantor's rights or

Rev. 06/28/00.ms

C:\TEMP\D010b.SL-PatentsTrademarks.doc

interest in, any license, contract or agreement to which Guarantor is a party (other than any such license, contract or agreement in respect of which each other party is an affiliate of Guarantor) 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 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 Guarantor 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. From and after the occurrence and continuance of an Event of Default, subject to the terms of the Security 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. <u>Guaranty Agreement</u>. The Guaranty 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 Guaranty Agreement.
- 4. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.
- 5. <u>Binding Effect</u>. 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 Grantor has duly executed this Agreement as of the date first set forth above.

Grantor: SL.COM, INC.

2

Rev. 06/28/00.ms

C:\TEMP\D010b.SL-PatentsTrademarks.doc

Grantor: SL.COM, INC.

Signature: ____

Print Name: Charles W. Stein

Title: Vice President & Treasurer

3

Rev. 06/28/00.ms

SCHEDULE A

Patents

1. The pending patent application for the Home Improvement Resource Management System and Method, filed June 30, 2000, serial number 09/607,869.

SCHEDULE B

Trademarks

- 1. The Guarantor owns a pending registration for its trademark: Do-It-For-Me Services, filed on March 15, 2000, serial number 75/960,313.
- 2. The Guarantor uses the following unregistered tradename: Installed Exterior Home Services.
- 3. Pursuant to the Manufacturer's SFI Agreement between Owens Corning and HomeBase, Inc., dated April 10, 2000, which has been assigned by Owens Corning to Guarantor, Guarantor has certain rights to use HomeBase's Licensed Marks (as defined therein).
- 4. Guarantor uses HomeTech ADVANTAGE software pursuant to an arrangement between Owens Corning and HomeTech Information Systems, Inc. ("HomeTech"). Guarantor plans to negotiate a definitive agreement to license the HomeTech ADVANTAGE software from HomeTech.
- 5. Pursuant to the Manufacturer's SFI Agreement between Owens Corning and Lowe's Companies, Inc., dated February 17, 2000, which has been assigned by Owens Corning to Guarantor, Guarantor has certain rights to use Lowe's Licensed Marks (as defined therein).

RECORDED: 04/16/2001