

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



04-16-2001

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

04-27-2001



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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
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

76136034

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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/25/01 001 NUMBER 00000293 200052 76136034

01 10:40
02 10:42
40.00 CH
125.00 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

TRADEMARK
REEL: 002281 FRAME: 0213

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="76/136,034"/>	<input type="text" value="76/136,033"/>	<input type="text" value="76/107,839"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/107,838"/>	<input type="text" value="76/088,465"/>	<input type="text" value="76/086,706"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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
Darlene L. Haun

Darlene L. Haun
Signature

4/10/01
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

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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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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 19th day of January, 2001 by **Covigo, Inc.** (the "Grantor") in favor and for the benefit of Comdisco, Inc. and GATX Ventures,, Inc. (individually and collectively, the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement dated January 19, 2001 (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 Grantor and Grantee.

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 Grantor has duly executed this Agreement as of the date first set forth above.

Grantor: COVIGO, INC.

Signature: 
Print Name: Carol L. Manchester
Title: Interim CFO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
by Covigo, Inc. as Grantor
in favor of Comdisco, Inc. and GATX Ventures, Inc. as Grantee**

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
None	None	None

PATENT APPLICATIONS

<u>Name</u>	<u>Registration/Application Date</u>	<u>Registration/Application Number</u>
System and method for designing, deploying and managing mobile applications	01/22/01 (Provisional filing)	Not yet assigned

PATENT LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>
None	None	None	None

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
by Covigo, Inc. as Grantor
in favor of Comdisco, Inc. and GATX Ventures, Inc. as Grantee**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
None	None	None	None

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
Powering mobile transactions globally	09/27/00	76/136,034	Pending
Covigo (and design)	09/27/00	76/136,033	Pending
Mbuilder	08/14/00	76/107,839	Pending
Mservice	08/14/00	76/107,838	Pending
Covigo	07/13/00	76/088,465	Pending
Engines for the mobile internet	07/12/00	76/086,706	Pending

TRADEMARK LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Number</u>
None	None	None	None