

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 6/31/2002)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab Settings ⇨⇨⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
StorageWay Inc.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: 06/13/2001

2. Name and address of receiving party(ies)  
Name: Lighthouse Capital Partners IV, L.P.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 500 Drake's Landing Road  
City: Greenbrae State: CA Zip: 94904-3011

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Delaware  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/121160; 76/121166; 78/064098;  
76/121159; 76/122442; 76/121150

Additional number(s) attached?  Yes  No

B. Trademark Registration No.(s)  
None

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Nancy Bouch, Legal Assistant  
Internal Address: Wilson Sonsini Goodrich & Rosati,  
P.C.  
1117-1  
Street Address: 650 Page Mill Road  
City: Palo Alto State: CA Zip: 94304

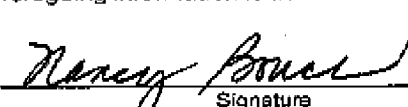
6. Total number of applications and registrations involved: ..... **3**

7. Total fee (37 CFR 3.41) ..... \$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-2415                      [23985.022]  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Nancy Bouch                                            07/31/2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **5**

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

TRADEMARK  
REEL: 002297 FRAME: 0943

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 13, 2001, is executed by StorageWay, Inc. a Delaware corporation ("Debtor"), in favor Lighthouse Capital Partners IV, L.P. ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of June 13, 2001 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 4.12 of the Loan Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: **LIGHTHOUSE CAPITAL PARTNERS IV, L.P.**  
500 Drake's Landing Road  
Greenbrae, CA 94904-3011

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

STORAGEWAY, INC.

By: Colleen Gray

Name: Colleen Gray

Title: VP Finance & CFO

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST****TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Application Date</u></b>	<b><u>Application No.</u></b>
OutBackUp	09/01/00	76/121160
OutStore	09/01/00	76/121156
Liquid Architecture	05/17/01	78/064098
OutManage	09/01/00	76/121159
OutServe	09/01/00	76/122442
OutTake	09/01/00	76/121150