

05-21-2001



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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

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.)

ALL MARK FEE PROCESS. RECEIVED MAY 10 A 11:30 US PATENT & TRADEMARK OFFICE

#### FOR OFFICE USE ONLY

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. 20231

**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)**

**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*  
Bill Petty

*Christine E Wilson*  
*Bill Petty*

05/08/01

Name of Person Signing

Signature

Date Signed

**PARTIAL RELEASE AND AMENDMENT OF COLLATERAL GRANT  
OF SECURITY INTEREST OF PATENTS AND TRADEMARKS**

This PARTIAL RELEASE AND AMENDMENT OF COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS (this "Amendment") is made on this \_\_\_ day of April, 2001, by and between ONSTATION CORPORATION f.k.a. CARSTATION.COM, INC. ("Grantor") and COMDISCO, INC. ("Grantee").

**WHEREAS**, Grantor granted Grantee a security interest in certain Patents and Trademarks pursuant to the Collateral Grant of Security Interest of Patents and Trademarks dated as of November 22, 1999 (the "Original Agreement").

**WHEREAS**, Grantor desires the partial release of Grantee's security interest in certain patents and trademarks and Grantee desires certain patents and trademarks to be added to the list of patents and trademarks subject to its security interest.

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

1. Partial Release of Grant of Security Interest in Intellectual Property Collateral. Grantee hereby releases its continuing security interest in Grantor's now existing or hereafter acquired right, title, and interest in all of the following Patents, Patent Licenses, and applications for Patents listed on Schedule A and the Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B. The Original Agreement remains in effect with respect to the remainder of the collateral described on the schedules and/or exhibits to said Agreement.

2. Additional Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby adds to the original grant of 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") made in the Original Agreement's grant to Grantee, whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule C (excluding those set forth on Schedule A);

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

(iii) all Proceeds of the foregoing.

3. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Amendment and the interests herein released and granted.

4. **Loan Agreement.** The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Subordinated Loan and Security Agreement dated as of November 22, 1999 by and between Grantor and Grantee (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.

5. **Governing Law.** This Amendment 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.

6. **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 Amendment, 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.

7. **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 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 attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

8. **Termination:** This Amendment is made for purposes of securing the Secured Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations thereunder, this Amendment shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

9. Modification. This Amendment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.


10. Binding Effect. This Amendment shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Amendment as of the date first set forth above.

**Grantor:**

**ONSTATION CORPORATION  
F.K.A. CARSTATION.COM, INC.**

By:  \_\_\_\_\_

Name: Charles L. Moore

Title: President and CEO

**Grantee:**

**COMDISCO, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Grantor and Grantee have duly executed this Amendment as of the date first set forth above.

**Grantor:**

**ONSTATION CORPORATION  
F.K.A. CARSTATION.COM, INC.**

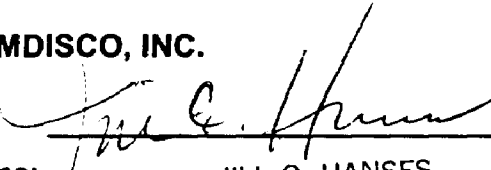
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee:**

**COMDISCO, INC.**

By:  \_\_\_\_\_

Name: JILL C. HANSES

Title: SENIOR VICE PRESIDENT

## SCHEDULE A

### To Partial Release of and Amendment of Collateral Grant of Security Interest of Patents and Trademarks by OnStation Corporation in favor of Comdisco, Inc.

#### RELEASED PATENTS AND PATENT APPLICATIONS

##### PATENTS

Patent Name	Status and Date Issued	Patent Number
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##### PATENT APPLICATIONS

<i>Name</i>	<i>Status &amp; Date Filed</i>	<i>Application Number</i>
SERVICE AREA SELECTION SYSTEM	60/208, 179 05/31/00	Pending provisional patent application
VARIABLE DISCOUNT TRANSACTION FEE PRICING	60/208, 273 05/31/00	Pending provisional patent application
SYSTEM FOR COORDINATING COLLISION REPAIR SHOPS, PARTS VENDORS, CONSUMERS & INSURERS	60/266, 671 02/05/01	Pending provisional patent application

##### PATENT LICENSES

Name	Licensor	Licensee	Patent Number
License and Asset Purchase Agreement	OnStation Corporation	ChoiceParts, LLC	60/208, 179 60/208, 273 60/266, 671



## SCHEDULE B

### To Partial Release of and Amendment of Collateral Grant of Security Interest of Patents and Trademarks by OnStation Corporation in favor of Comdisco, Inc.

#### RELEASED TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE
CARSTATION	CA		1056399 04/25/00	
CARSTATION	EM	36 35 36 38 42	1638691 05/03/00	
CARSTATION	US	038;	76/033307 04/24/00	
CARSTATION COMMERCE SYSTEM	US	035;	76/101391 07/31/00	
CARSTATION MARKETPLACE	US	012; 042;	76/093659 07/21/00	
CARSTATION SERVICE CENTER	US	042;	76/093866 07/21/00	
CARSTATION.COM	US	035;	75/699187 05/06/99	2385172 09/12/00
CARSTATION.COM	US	009; 042;	75/916940 02/10/00	
CARSTATION.COM & DESIGN	US	035;	75/769361 08/06/99	
CARTROUBLE?CARST ATION	US	035;	75/916941 02/10/00	

#### TRADEMARK LICENSES

Name	Licensor	Licensee	Number
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## SCHEDULE C

### To Partial Release of and Amendment of Collateral Grant of Security Interest of Patents and Trademarks by OnStation Corporation in favor of Comdisco, Inc.

#### PATENTS AND PATENT APPLICATIONS

##### PATENTS

Patent Name	Status and Date Issued	Patent Number
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##### PATENT APPLICATIONS

<i>Name</i>	<i>Status &amp; Date Filed</i>	<i>Application Number</i>
ON-LINE VEHICLE REPAIR, MAINTENANCE AND DATA STORAGE SYSTEM	09/464, 814 12/17/99	Non-provisional patent application
SYSTEM FOR COORDINATING COLLISION REPAIRSHOPS, PARTS VENDORS, CONSUMERS & INSURERS	60/177, 409 01/20/00	Pending provisional patent application
SYSTEM FOR ARRANGING AUTO REPAIRS IN CONJUNCTION WITH INSURERS	60/222, 100 07/28/00	Pending provisional patent application

##### PATENT LICENSES

Name	Licensor	Licensee	Patent Number
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## SCHEDULE D

### To Partial Release of and Amendment of Collateral Grant of Security Interest of Patents and Trademarks by OnStation Corporation in favor of Comdisco, Inc.

#### TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK/TRADEMARK APPLICATION	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE
MISCELLANEOUS DESIGN	US	036; 038; 042;	76/158840 11/02/00	
ONSTATION	CA		1056902 04/26/00	
ONSTATION	EM	36 35 36 38 42	1637933 05/03/00	
ONSTATION	US	036; 042;	75/916928 02/10/00	
ONSTATION	US	038;	76/033308 04/24/00	
ONSTATION TECHNOLOGY	US	036; 038; 042;	76/148573 10/16/00	
REPAIRSTATION	US	035; 042;	75/916979 02/10/00	
SERVICEGAIN	US	042;	76/037308 04/27/00	
SMARTNET	US	042;	76/174510 11/30/00	

#### TRADEMARK LICENSES

Name	Licensor	Licensee	Number
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