

06-25-2001

FR SHEET  
ONLY

6-21-01  
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101759289

To the Honorable Commissioner

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

EMBARK.COM, INC.

C 6-21-01

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

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

2. Name and address of receiving party(ies):

Name: COMDISCO, INC.

Internal Address: Legal Department

Street Address: 6111 N. River Road

City: Rosemont State: IL ZIP: 60018

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Document recorded
- Merger
- Change of Name

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Execution Date: a security interest not an assignment

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/754,411      75/783,682  
 75/497,016      75/729,766  
 75/589,987      75/783,681  
 75/729,952      75/511,411

B. Trademark registration No.(s)

2,089,880  
2,267,491

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: Crystal Plaza #1, Suite 1102  
2001 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kathryn Jennison Shultz  
Name of Person Signing

*Kathryn Jennison Shultz*  
Signature

June 21, 2001  
Date

Total number of pages comprising cover sheet: 1



ORIGINAL

**GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS**

This Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 24th day of November, 1999, by and between Embark.com, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

**WHEREAS**, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated November 24, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

**WHEREAS**, pursuant to that certain Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor may have in the patents and trademarks to the extent of the Loan and made thereunder.

**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.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications 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 (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world but only to the extent that the grant of a security interest in any

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licenses, lease or other agreement hereunder does not result in a material default under the terms of such license, lease or other agreement (collectively, the "Patent and Trademark Collateral"). The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever as now conducted, and as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are fully satisfied. Grantor hereby agrees not to sell or assign or grant a security interest except with respect to any security interest granted by Grantor to Senior Creditor in connection with the Senior Loan Documents, in the Patents to the extent of the Loan, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, 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 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.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing those 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 Agreement 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 Patent and Trademark Collateral, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **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.

11. **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.

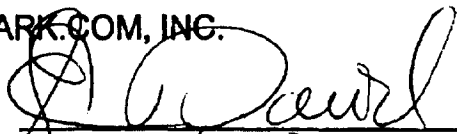

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

COMPANY:

EMBARK.COM, INC.

By:

Title:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE A**  
**PATENTS AND PATENT APPLICATION**

**NONE AT THIS TIME**

**SCHEDULE B**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

(attached hereto)

Subloan.Collateral Grant of Security Interest (9.99)

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Comdisco Confidential Information

**RECORDED: 02/01/2000**

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Schedule 13

CONFIDENTIAL  
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
BECOME WHO YOU ARE	042;	US	75754411 07/19/99		Pending Assignment due 10/13/99 completed 10/13/99	019031-001700US (MAS)
COLLEGEEDGE	009;	US	75027391 12/04/95	2089880 08/19/97	Registered Date of First Use : 04/01/96 Affidavit of Use Due : 08/19/02 End Sec.8 due 08/19/03	019031-000200US TJA (MAS)
COLLEGEEDGE	042;	US	75497016 06/05/98		Pending Date of First Use : 03/01/96 Priority response to Office action due 02/10/99 (ext. to 06/10/99);	019031-000300US (MAS)
COLLEGEEDGE & DESIGN	042;	US	75589987 11/17/98		Pending Date of First Use : 10/01/98 Response due (ext. to 12/18/99);	019031-001100US MLS (MAS)
EMBARK	042;	US	75729952 06/16/99		Pending	019031-001200US (MAS)
EMBARK*COM & DESIGN	042;	US	75783682 08/24/99		Pending	019031-001900US (MAS)
EMBARK.COM	042;	US	75729766 06/16/99		Pending	019031-001300US (MAS)
*EMBARK	042;	US	75783681 08/24/99		Pending	019031-002000US (MAS)
SNAP	041; 042;	US	75511411 06/30/98		Pending Date of First Use : 03/12/96 Priority response to Office action due 02/10/99 (ext. to 06/10/99);	019031-006400US (MAS)
SNAP TECHNOLOGIES	009;	US	75080096 03/28/96	2267491 08/03/99	Registered Affidavit of Use Due : 08/03/04 End Sec.8 due 08/03/05 Response due (ext. to 03/30/97) ; completed 03/30/97 Notice of allowance due 04/27/99 (ext. to 10/27/01) ; completed 04/27/99	019031-000100US TJA (MAS)

November 1, 1999

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