

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

# 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.

<p>1. Name of conveying party(ies): <u>StorageApps Inc.</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Hewlett-Packard Company</u> Internal Address: _____ Street Address: <u>3000 Hanover St., Mail Stop BX-20</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____          Execution Date: <u>July 24, 2001</u></p>			
<p>4. Application number(s) or registration number(s):          A. Trademark Application No.(s)  <u>76/056067; 76/013349; 76/028340;</u>  <u>76/076549; 76/148637; 76/105354; 76/119468;</u>  <u>76/079109; 76/135617; 76/179240</u></p> <p>Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>B. Trademark Registration No.(s) <u>None</u></p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: <u>Soohyun Susan Lee</u>          Internal Address: _____  <u>Direct Dial: 650-461-6719</u>  <u>Direct Fax: 650-845-5000</u>  <u>Street Address: 650 Page Mill Road</u>          _____          City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>		<p>6. Total number of applications and registrations involved: ..... <u>10</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>265.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>23-2415 (ref. client number 4459.063)</u>          (Attach duplicate copy of this page if paying by deposit account)</p>	

## 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.*

Soohyun Susan Lee                      [Signature]                      September 18, 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: 002329 FRAME: 0783

**GRANT OF SECURITY INTEREST****TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of August 9, 2001, is executed by StorageApps Inc., a Delaware corporation ("Debtor"), in favor of Hewlett-Packard Company ("Secured Party").

A. Pursuant to a Security Agreement, dated as of July 24, 2001 (the "Security 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 Schedules 1-A and 1-B 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. Schedules 1-A and 1-B hereof constitute 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 Security 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 5(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules 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 Security 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 Security Agreement.

Secured Party's address is: Hewlett-Packard Company  
3000 Hanover St., Mail Stop 20-BX  
Palo Alto, CA 94304

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

STORAGEAPPS INC.

By: 

Name: Samuel L. Schwerin

Title: Vice President, Finance and Strategic Initiatives

**Certificate of Acknowledgment**

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ 2001 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
STORAGEAPPS	May 24, 2000	76/056067
SAN.OS	March 30, 2000	76/013349
SAN.SUITE	April 18, 2000	76/028340
SANLINK	June 23, 2000	76/076549
SANLINK STORAGE	November 11, 2000	76/148637
SANMASTER	August 8, 2000	76/105354
SANTREE	August 30, 2000	76/119468
Diamond "S" Logo	June 28, 2000	76/079109
PROACTIVE NETWORK STORAGE SOLUTIONS	September 26, 2000	76/135617
THE SMARTER APPROACH	December 12, 2000	76/179240