



12-11-2001

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

12-17-2001

Handwritten 'D' and '12-1101' in the top right corner.



101917585

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

RE

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

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

1. Name of conveying party(ies):

Ventaso, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal

Address:

Street Address: 6111 North 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

Vertical stamp: TRADEMARK RECEIVED DEC 11 2001

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

A. Trademark Application No.(s) 76/152,276 76/152,275; 76/157,214; 76/157,215

B. Trademark Registration No.(s)

76/873,789

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Darlene L. Haun

Street Address: 101 California Street, Suite 3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41):

\$140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Handwritten signature of Darlene L. Haun

Darlene L. Haun

Name of Person Signing

Handwritten signature of Christopher E. Wilson

Handwritten signature of Darlene L. Haun

Signature

December 10, 2001

Date

6

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

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

12/14/2001 6TOM11 00000161 200052 76152276

01 FC:481 40.00 CH 02 FC:482 100.00 CH

TRADEMARK REEL: 002408 FRAME: 0621

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 1st day of September, 2001, by Ventaso, Inc., a California Corporation ("Grantor"), for the benefit of COMDISCO, INC. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A; and

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to the terms of the Subordinated Loan and Security Agreement dated as of October 6, 1999, as amended by that certain Amendment No. 1 to Subordinated Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Loan Agreement") between Grantor and Grantee, and that certain Reimbursement and Security Agreement dated as of June 19, 2000, as amended by that certain Amendment No. 1 to Reimbursement and Security Agreement of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Reimbursement Agreement") between Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement and the Reimbursement Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement and the Reimbursement Agreement).

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

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Grantee 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"), whether now existing or hereafter arising:

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

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

(iii) all Proceeds of the foregoing.

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

3. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to 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. Unless otherwise 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.

4. Reimbursement Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Reimbursement 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 Reimbursement Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. 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 without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. 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 Agreement, 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.

6. 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.

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

8. Binding Effect. This Agreement 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 has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor: Ventaso, Inc.

Signature: Robert B. Murphy Jr.

Print Name: Robert B. Murphy Jr.

Title: V.P. Chief Financial Officer

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
by Ventaso, Inc. in favor of Comdisco, Inc.**

PATENTS AND PATENT APPLICATIONS

PATENTS

| Patent Name | Status and Date Issued | Patent Number |
|-------------|------------------------|---------------|
| None. | | |

PATENTS APPLICATIONS

| Name | Status and Date Filed | Application Number |
|--|-----------------------|--------------------|
| 1. Method and Apparatus for Automatically Generating a Dynamic Product Comparison Matrix | 10/28/99 | 09/429,691 |
| 2. Method and Apparatus for Automatically Generating Documents | 10/28/99 | 09/429,211 |
| 3. Method and Apparatus for Managing Sales Data | 10/28/99 | 09/429,240 |

PATENT LICENSES

| Name | Licensor | Licensee | Patent Number |
|-------|----------|----------|---------------|
| None. | | | |

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
by Ventaso, Inc. in favor of Comdisco, Inc.**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

| Name | Date Filed or Issued | Serial Number | Status |
|-------|----------------------|---------------|--------|
| None. | | | |

TRADEMARK APPLICATIONS

| Name | Date Filed | Serial Number | Status |
|-----------------------------|------------|---------------|---------|
| 1. Ventaso | | 76/152,276 | Pending |
| 2. Ventaso | | 76/152,275 | Pending |
| 3. Ventaso logo (design) | | 76/157,214 | Pending |
| 4. Ventaso logo (design) | | 76/157,215 | Pending |
| 5. Datagem* | | 75/873,789 | Pending |

TRADEMARK LICENSES

| Name | Licensor | Licensee | Number |
|-------|----------|----------|--------|
| None. | | | |