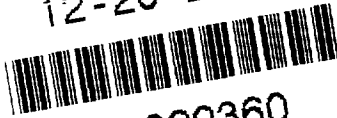


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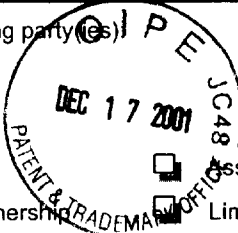
101922360

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) Covigo, Inc.

- Individual(s) General Partnership Corporation-State Other



12-17-01

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc. Internal Address: ATTN: Legal

Street Address: 3687 Mt. Diablo Blvd., #200 City: Lafayette State: CA Zip: 94549

- 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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 19, 2001

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

A. Trademark Application No.(s) 76/136034 76/088465 76/136033 76/086706 76/107839 76/107838

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: GATX Ventures, Inc.

Internal Address: ATTN: Legal

Street Address: 3687 Mt. Diablo Blvd., Suite 200

City: Lafayette State: CA Zip: 94549

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- 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.

Maureen C. Dellinger, In-House Counsel for GATX Ventures, Inc.

Maureen C. Dellinger (Signature)

December 13, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

12/19/2001 DBYRNE 00000146 76136034

01 FC:481 02 FC:482

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 40.00 OP 125.00 OP

TRADEMARK REEL: 002410 FRAME: 0280

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

Comdisco, Inc.  
100 Hamilton Avenue, Suite 104  
Palo Alto, CA 94301

## 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 19th day of January, 2001 by Covigo, Inc. (the "Grantor") in favor and for the benefit of Comdisco, Inc. and GATX Ventures, Inc. (individually and collectively, the "Grantee"),

**WHEREAS**, Grantor and Grantee are parties to a certain Loan and Security Agreement dated January 19, 2001 (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Loan Agreement").

**WHEREAS**, pursuant to the Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

**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 and Trademarks.** To secure the Secured Obligations, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien upon and security interest in and to all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following, whether now existing or hereafter arising: (i) Patents, Patent Licenses, and patent applications and specifically those listed on **Schedule A** attached hereto, as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof; (ii) Trademarks, Trademark Licenses, and trademark applications and specifically those 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 all registrations and renewals thereof; (iii) all Proceeds thereof.

2. **Grantee's Right to Sue.** From and after the occurrence and 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 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 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 attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

3. **Loan Agreement.** The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined herein are used in this Agreement with the same meaning as defined in the Loan Agreement.

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

5. **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.

6. **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, and (where applicable) the laws of the United States of America.

**IN WITNESS WHEREOF**, the Grantor has duly executed this Agreement as of the date first set forth above.

Grantor: **COVIGO, INC.**

Signature: *Carel L. Manchester*

Print Name: *Carel L. Manchester*

Title: *Interim CFO*

# SCHEDULE A

To Collateral Grant of Security Interest in Patents and Trademarks  
by Covigo, Inc. as Grantor  
in favor of Comdisco, Inc. and GATX Ventures, Inc. as Grantee

## PATENTS AND PATENT APPLICATIONS

### PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
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### PATENT APPLICATIONS

<u>Name</u>	<u>Status &amp; Date Filed</u>	<u>Application Number</u>
Systems and Method for designing, deploying and managing mobile applications	01/22/01	60/263,574

### PATENT LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>
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**SCHEDULE B**

**To Collateral Grant of Security Interest in Patents and Trademarks  
by Covigo, Inc. as Grantor  
in favor of Comdisco, Inc. and GATX Ventures, Inc. as Grantee**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
None	None	None	None

**TRADEMARK APPLICATIONS**

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
Powering mobile transactions globally	09/27/00	76/136,034	Pending
Covigo (and design)	09/27/00	76/136,033	Pending
Mbuilder	08/14/00	76/107,839	Pending
Mservice	08/14/00	76/107,838	Pending
Covigo	07/13/00	76/088,465	Pending
Engines for the mobile internet	07/12/00	76/086,706	Pending

**TRADEMARK LICENSES**

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Number</u>
None	None	None	None

The following information is to serve as proof of submission of filing at the U.S. Patent & Trademark Office.

Conveying Party: Covigo, Inc.

Receiving Party: GATX Ventures, Inc.

Type of document: Trademark-Security Agreement

Date filed: December 17, 2001

Filing fee: \$165.00

Number of trademarks in document: 6

Notice of Recordation will be available and forwarded to your attention in approximately 4 to 6 months.