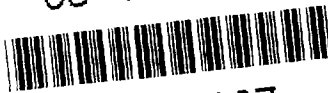


*DK*

03-19-2002



102022187

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

RECORDED  
TR

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):

**Archive, Inc.**  
(f/k/a **Archive.com, Inc.**)

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

*3/14/02*

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release of Security Interest**  
**filed on 8/22/00**
- Merger
- Change of Name

Execution Date: **original agreement 7/7/00**

2. Name and address of receiving party(ies)

Name: **MMC/GATX Partnership No. I**

Internal Address: **c/o GATX Ventures, Inc.**

Street Address: **3687 Mt. Diablo Blvd., #200**

City: **Lafayette** State: **CA** Zip: **94549**

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

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

A. Trademark Application No.(s) \_\_\_\_\_  
**See attached filing.**

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: **MMC/GATX Partnership No. I**

Internal Address: **c/o GATX Ventures, Inc.**

03/18/2002 AHMED1 00000208 76056060

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

Street Address: **3687 Mt. Diablo Blvd., #200**

City: **Lafayette** State: **CA** Zip: **94549**

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

**Maureen C. Dellinger, Esq.**

*Maureen C. Dellinger*

**March 4, 2002**

Name of Person Signing

Signature

Date

**Counsel, MMC/GATX Partnership No. I**

Total number of pages including cover sheet, attachments, and document: **9**

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

TRADEMARK  
REEL: 002463 FRAME: 0478

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
-----------	---------------------	-------------------

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number
ADIS	76/056,060
Logo Design	76/056,058
Transaction Archiving	76/056,059
The Archive Network	76/056,065
Archive B2B	76/056,066
Archive & Design	76/056,061
ISM	76/056,071

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 7, 2000, is executed by ARCHIVE INC. (F/K/A ARCHIVE.COM, INC.), a Delaware corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. I and SILICON VALLEY BANK ("Secured Parties").

A. Pursuant to a Loan and Security Agreement, dated as of July 7, 2000 (the "Agreement") among Debtor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties 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 Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Parties' addresses are:           MMC/GATX Partnership No. I  
  c/o Meier Mitchell & Company  
  Four Orinda Way, Suite 200-B  
  Orinda, California 94563

With a copy to:


MMC/GATX Partnership No. I  
C/o GATX Capital Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, CA 94111

And

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054  
Attention: Legal

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

ARCHIVE INC. (F/K/A ARCHIVE.COM, INC.)

By:   
Name: JAMES A McKeown  
Title: C.E.O.