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



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

Tab settings

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

1. Name of conveying party(ies):

White Amber, Inc.

- Individual(s)
General Partnership
Corporation-State
Other A Delaware Corporation

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

3. Nature of conveyance:

- Assignment
Security Agreement
Merger
Change of Name
Other

Execution Date: 3/11/02

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address:

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

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

A. Trademark Application No.(s) 75/853,306
75/853,378; 75/769,967; 75/769,968

B. Trademark Registration No.(s) 78/001,633
75/707,170

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, #3900

City: San Francisco State: CA Zip: 94111

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:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Christine E Wilson

Christine E Wilson

Darlene L. Haun, Legal Assistant

Darlene L. Haun

3/15/01

Name of Person Signing

Signature

Date

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

7

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

04/03/2002 AAHMEDI 00000091 200052 75853306

01 FD:481 40.00 CH

125.00 CH

02 FI:482

TRADEMARK REEL: 002474 FRAME: 0511

## COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 11 day of March, 2002, by WHITE AMBER, INC., a Delaware 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 that certain Restructuring Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Restructuring Agreement"), whereby Grantee has agreed to restructure Grantor's obligations under that certain Master Lease Agreement, that certain Addendum to Master Lease Agreement, and those certain Equipment Schedules VL-1 and VL-2, each dated as of July 12, 2000, and those certain Equipment Schedules VL-3 and VL-4, each dated as of November 2, 2000, (collectively, along with all exhibits, schedules and annexes thereto, and all amendments, restatements, modifications and supplements to any of the foregoing, the "Lease") and that certain Loan and Security Agreement dated as of July 12, 2000 (the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of its Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Restructuring 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), obligations under the Lease and obligations under the Restructuring Agreement (collectively, the "Obligations").

**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 Obligations, Grantor hereby grants to Grantee, to the extent that Grantor has the right to do so, 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; and

(iii) all Proceeds of the foregoing.

2. **Authorization**. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to perfect Grantee's security interest in the Intellectual Property Collateral. 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 Obligations under and pursuant to the Loan Agreement and other Loan Documents (as defined in the Loan Agreement), the Lease and the Restructuring Agreement (collectively, the "Restructure Documents"). 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 Restructure Documents, the terms and provisions of which are incorporated by reference herein as if fully 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. 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 and the Restructure Documents, 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 in any of the Restructure Documents.

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 Restructure Documents, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's 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. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in Section 9 of the Loan Agreement.

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:**

**WHITE AMBER, INC.**

Signature: \_\_\_\_\_

Print Name: L.S. Helke

Title: President & CEO

**SCHEDULE A**

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY  
WHITE AMBER, INC. IN FAVOR OF COMDISCO, INC.**

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

**PATENT APPLICATIONS:**

<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Inventors</b>	<b>Status</b>
09/503,035	2/11/00	An on-line management system and method for providing products and services, particularly employment staffing services	Steve Vesce Kenneth Turano Douglas Knight	Pending

**SCHEDULE B**

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY  
WHITE AMBER, INC. IN FAVOR OF COMDISCO, INC.**

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

**TRADEMARK APPLICATIONS:**

<b>Mark/ Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Owner of Record</b>	<b>Classes/ Goods &amp; Services</b>	<b>Status</b>
TRANSPLOY (US)	75/853,306	11/18/99	Virtual Employ, Inc.	35 Online business management and employment agency services, namely, providing an online service to manage, coordinate and automate the hiring, placement time worked, reviews and evaluations of temporary staff and other employees; providing online database in the field of employment agency services	Pending
TRANSPLOY MENT (US)	75/853,378	11/18/99	Virtual Employ, Inc.	35 Online business management and employment agency services, namely, providing an online service to manage, coordinate and automate the hiring, placement time worked, reviews and evaluations of temporary staff and other employees; providing online database in the field of employment agency services	Pending

Mark/ Country	Serial No.	Filing Date	Owner of Record	Classes/ Goods & Services	Status
VIRTUALEMP LOYEE (US)	75/769,967	9/9/99	Virtual Employ, Inc.	9 Computer software and Internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending
VIRTUALEMP LOYMENT (US)	75/769,968	9/9/99	Virtual Employ, Inc.	9 Computer software and Internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending
WHITE AMBER, INC. (US)	78/001,633	3/29/00	Virtual Employ, Inc.	9 Computer software and Internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending
VIRTUAL EMPLOY (US)	75/707,170	5/17/99	White Amber, Inc.	9 Computer software and Internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending