



01-30-2002

U.S. Patent & TMOfo/TM Mail Rep. Dt. #40

1-30-02 DRE

Form PTO-1074 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\rightarrow \leftarrow \leftarrow$		RECORD & TRACK 06-07-2002 		DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks			102115279 documents or copy thereof.		
1. Name of conveying party(ies): NIGHTFIRE SOFTWARE, INC.		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		TRADEMARK RECEIVED JAN 30 2002 3 51 US PATENT & TRADEMARK OFFICE	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other a California Corporation		<input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <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 Delaware <input type="checkbox"/> Other		Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other		<input type="checkbox"/> Merger <input type="checkbox"/> Change of Name		Execution Date: 1/23/02	
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/584,171 75/534,673		B. Trademark Registration No.(s) 2,440,763 2,440,324; 2,337,555; 2,373,877		Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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).....\$ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
8. Deposit account number: 20-0052		DO NOT USE THIS SPACE			
9. Signature: Darlene L. Haun, Legal Assistant Name of Person Signing		David Adams Signature		1/29/02 Date	
Total number of pages including cover sheet, attachments, and document: 6					

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01 FC:441 40.00 CH
02 FC:442 125.00 CH

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

AMENDMENT NO. 1 TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Amendment No. 1 to Collateral Grant of Security Interest in Patents and Trademarks (this "Amendment") is made on this 23rd day of January, 2002, by NIGHTFIRE SOFTWARE, INC., a California corporation ("Grantor"), for the benefit of COMDISCO, INC. ("Grantee").

WHEREAS, on May 26, 1999, Grantor and Grantee entered into that certain that certain Subordinated Loan and Security Agreement; as amended by that certain Amendment No. One to Subordinated Loan and Security Agreement and that certain Amendment No. 2 to Subordinated Loan and Security Agreement, (collectively, the "Loan Agreement");

WHEREAS, on December 5, 2000, Grantor executed that certain Collateral Grant of Security Interest in Patents and Trademarks (the "Agreement") in favor of Grantee and 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 Loan 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

WHEREAS, Grantor desires to amend the Agreement as set forth herein.

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

1. Schedule B to the Agreement as attached thereto and referred to on page 1, WHEREAS number 2 of the Agreement is deleted in its entirety and replaced with Schedule B attached hereto.
2. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
2. Grantor hereby authorizes Grantee to file the Agreement, as amended hereby, 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 the Agreement, as amended hereby, and the interests herein granted.
3. The terms and conditions of this Amendment shall be incorporated by reference in the Agreement as though set forth in full therein. In the event of any inconsistency between the provisions of this Amendment and any provision of the Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Agreement shall remain in full force and effect to the extent in effect on the date hereof. The Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications, or understandings of the parties with respect to the subject matter thereof. Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import, shall mean and be a reference to the Agreement as amended hereby.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, Grantor has duly executed this Amendment No. 1 to Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

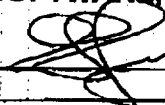
Grantor:

NIGHTFIRE SOFTWARE, INC.

Signature: _____

Print Name: _____

Title: _____


Gordon Yu
CEO

SCHEDULE B

**TO AMENDMENT NO. 1 TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS
AND TRADEMARKS BY NIGHTFIRE SOFTWARE, INC. IN FAVOR OF COMDISCO, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

[TO BE ATTACHED]

NightFire Software, Inc.
Trademark Applications & Registrations

Customer Express
United States
Application No. 75/584,171
Filed 11/6/98
Class: 009
Status: Abandoned 10/30/00

NightFire Design Mark
United States
Registration No. 2,440,763
Registered: 4/3/01

Igniting the Bandwidth Explosion
United States
Registration No. 2,440,324
Registered: 10/31/00

NetServ Express
United States
Application No. 75/534,673
Filed 8/11/98
Class: 009
Status: Abandoned 9/15/00

NightFire
United States
Registration No. 2,337,555
Registered: 4/4/00

NightFire
Australia
Registration No. 848668
Registered: 9/1/00

NightFire
European Community
Registration No. 1739416
Registered: 8/31/01

NightFire
Norway
Registration No. 208238
Registered: 4/26/01

NightFire
Australia
Registration No. 848668
Registered: 9/1/00

NightFire
New Zealand
Registration No. 622436
Registered: 3/8/01
Class: 009

NightFire
New Zealand
Registration No. 622437
Registered: 4/5/01
Class: 035

NightFire
New Zealand
Registration No. 622438
Registered: 4/5/01
Class: 042

Supplier Express
Registration No. 2,373,877
Registered: 8/1/00