

08-01-2002

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Form PTO-1594
(Rev. 03/01)
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Tab settings



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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):

Pirus Networks, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: June 21, 2002

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc.

Internal Address: Suite 200

Street Address: 3687 Mt. Boulevard

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

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

A. Trademark Application No.(s)
See Schedule 1-B attached

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 Department

08/02/2002 GTON11 00000030 76092978

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

Street Address: 16 Munson Road, Fl. 5

City: Farmington State: CT Zip: 06032

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.

Jim Shaughnessy, In-House Counsel for GATX Ventures, Inc.
Name of Person Signing

Signature

July 26, 2002

Date

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

TRADEMARK
REEL: 002553 FRAME: 0541

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
N/A	N/A	N/A

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Date</u>	<u>Application No.</u>
PIRUS (US)	07/20/00	76/092978
STORAGEEXCHANGE	09/12/00	76/126366
STORAGEUTILITY	11/08/00	76/161627
STORAGE UTILITY SWITCH	11/17/00	76/163389
STORFLEX	01/14/02	76/358646
SERVFLEX	01/14/02	76-358610

**GRANT OF SECURITY INTEREST
TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of June 21, 2002, is executed by Pirus Networks, Inc., a Delaware corporation ("Debtor"), in favor of GATX Ventures, Inc. and Silicon Valley Bank (collectively, "Secured Parties") as lenders under the Loan Agreement, dated as of October 31, 2000, among Debtor and Secured Parties ("Loan Agreement").

A. Reference is made to a Security Agreement, dated as of June 21, 2002 (the "Security Agreement"), by and among Debtor and Secured Parties.

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. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Parties, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain the completeness or accuracy of such schedules, and, further, Debtor shall provide such notice to Secured Parties within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than five (5) business days following the date of such event.

D. Debtor hereby grants to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill and the customer lists and records related to the Trademarks, 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 Security 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 Security Agreement.

Secured Parties' addresses are: GATX Ventures, Inc.
3676 Mt. Diablo Blvd.
Lafayette, CA 94549
Attn: Contract Administration

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Attn: _____

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

PIRUS NETWORKS, INC.

By: 

Name: John F. Gavis

Title: CEO/Treasurer