

09-20-2002

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

RECORD TRA



DEPARTMENT OF COMMERCE 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):

Agilera, Inc.

8-30-02

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

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

2. Name and address of receiving party(ies)

Name: Comdisco Ventures, Inc.

Internal

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 (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/21/02

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

A. Trademark Application No.(s) 75906480; 75906340

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: Murphy Sheneman Julian & Rogers

Internal Address:

Attention: Elaine Howard, Legal Assistant

Street Address: 101 California Street

39th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):

\$ 6500

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Christine E Wilson

Handwritten signature of Christine E Wilson

Elaine Howard

Handwritten signature of Elaine Howard

August 29, 2002

Name of Person Signing

Signature

Date

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

6

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

09/19/2002 6T0N11 00000203 200052 75906480

01 FC:481 40.00 CH 02 FC:482 25.00 CH

TRADEMARK REEL: 002585 FRAME: 0546

**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 21st day of August, 2002, by AGILERA, INC., a Delaware corporation ("Grantor"), for the benefit of COMDISCO VENTURES, INC., a Delaware corporation ("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;

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 Guaranty dated as of January 29, 2001 (the "Guaranty"), Grantor 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), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all of Grantor's obligations to Comdisco under the Guaranty and the Restructuring Agreement (the "Secured 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 Secured Obligations, Grantor hereby reaffirms its grant of, and further grants to Grantee 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:

(a) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(b) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

2. all Proceeds of the foregoing.

3. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its 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.

4. Security for Secured Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the

Guaranty and the Restructuring Agreement (collectively, the "Restructuring 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 Restructuring 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 Restructuring Agreement.

5. 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.

6. 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 Restructuring 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 Restructuring Documents.

7. Grantee's Right to Sue. From and after the occurrence and during the continuance of a Restructuring Default, subject to the terms of the Restructuring 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 determined by Grantee in its sole discretion.

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

9. Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

10. Counterparts. This Agreement 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 Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

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

Grantor:

AGILERA, INC.

Signature: DeAnna Brunk
Print Name: DeAnna Brunk
Title: EVP/CSO

SCHEDULE A

**TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS BY AGILERA, INC. IN FAVOR OF COMDISCO
VENTURES, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENTS		
Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
None		

PATENT LICENSES			
Name	Licensor	Licensee	Patent Number
None			

SCHEDULE B

**TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS BY AGILERA, INC. IN FAVOR OF COMDISCO
VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
Agilera	1/31/00	75-906,480	Registered
Agilera.com	1/31/00	75-906,340	Registered

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
None			

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number
None			