



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

102267807

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

Tab settings

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

1. Name of conveying party(ies):

Andale, Inc.

08-30-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State California 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: 08/15/02

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2465150

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: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. Signature.

D. Elaine Howard

Name of Person Signing

Signature of Elaine Howard

Signature

August 29, 2002

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 6TON11 00000202 200052 2465150

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**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 15th day of August, 2002, by Andale, Inc., a California corporation ("Grantor"), for the benefit of COMDISCO VENTURES, INC., successor in interest to COMDISCO, INC. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents listed on Schedule A;

WHEREAS, Grantor owns an interest in the registered trademarks and applications for trademarks listed on Schedule B;

WHEREAS, Grantor and Grantee have agreed to restructure certain of Grantor's obligations under the that certain Master Lease Agreement dated as of November 15, 1999 (together with all associated equipment schedules and summary equipment schedules pursuant thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease") upon the terms and conditions set forth in that certain Restructuring Agreement of even date herewith (the "Restructuring Agreement," all the obligations under the Lease and the Restructuring Agreement collectively referred to herein as the "Obligations"); and

WHEREAS, pursuant to the Restructuring 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), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all 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 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:

- (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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any licenses, leases or similar contracts or rights thereunder where the Grantor is licensee, lessee or obligor and if the granting of the security interest therein would result in a breach of such agreement, to the extent enforceable under applicable law, unless and until the consent of the relevant licensor, lessor or obligee is obtained. Grantee agrees that its security interest in Intellectual Property of the Grantor is subject to the terms of any licenses or leases of its Intellectual Property granted by Grantor in accordance with customary terms or practices within the industry in which the Grantor operates and further agrees that any sale or other disposition of any Intellectual Property upon the enforcement of remedies hereunder shall be expressly subject to such licenses or leases.

Upon payment and performance in full of all obligations (other than contingent indemnity and reimbursement obligations) of Grantor to Grantee under the Lease and the Restructuring Agreement, the security interest created hereby shall terminate and Grantee shall promptly execute and deliver to the

Grantor such documents and instruments reasonably requested by the Grantor to evidence such termination.

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 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.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to 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 Restructuring 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 enabling Grantee to perfect and give notice of Grantee's security interests hereunder, including, without limitation, the filing by Grantee 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 by Grantee 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 in the exercise of its reasonable commercial judgment, 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 reasonably necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

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.

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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:

ANDALE, INC.

Signature: 
Print Name: _____
Title: _____

Andale
PTO Security
Agent

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY ANDALE, INC. IN FAVOR OF COMDISCO VENTURES, INC., SUCCESSOR IN
INTEREST TO COMDISCO, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

The Company has no registered patents.

The Company has filed an application to register the following patent:

Title	Filing Date	Inventors	Application No.
Method and Apparatus for Grid-Based Management of Commercial Transaction Data	Mailed June 20, 2002	Prashant Prabhakaran Nedungadi, Chetan Uberoy, Devarajan Kaladipet Muthukumarasamy, Karthikeya Murthy Gajjala Purna, Xin Xu, and Mark Jeffrey Rubin	Not available

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY ANDALE, INC. IN FAVOR OF COMDISCO VENTURES, INC., SUCCESSOR IN
INTEREST TO COMDISCO, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

The Company has the following registered trademarks or applications to register trademarks.

ANDALE		CaseNumber: 029052.2010	Status: Registered
US	United States of America		
	Application Number:	75821310	Registration Number: 2465150
	Filing Date:	12-Oct-99	Registration Date: 03-Jul-01
	Class(es):	35	Next Renewal Date: 03-Jul-11
	Goods:	Business planning, supervision, management and consultation via the global computer network; providing information in the field of business via the global computer network.	