

09-23-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):  
UNITED MESSAGING, INC.

9.16.02

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

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

3. Nature of conveyance:

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

Execution Date: 9/11/02

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

TRADEMARK FEE PROCESS RECEIVED  
2002 SEP 16 P  
US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,371,255;

2,474,645; 2,472,266; 2,419,878

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: 4

7. Total fee (37 CFR 3.41) \$115<sup>00</sup>

- Enclosed
- 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

*Darlene L. Haun*

9/12/02

Name of Person Signing

Signature

Date

*Christine E Wilson*

*Christine E Wilson*

11

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

09/20/2002 6T0N11 00000247 200052 2371255

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

TRADEMARK  
REEL: 2586 FRAME: 0497

## 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 11th day of September, 2002, by UNITED MESSAGING, 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 Guaranty made by Grantor in favor of Grantee and that certain Security Agreement between Grantor and Grantee, both of even date herewith (the "Guaranty" and "Security Agreement," respectively), (i) Grantor is guaranteeing the obligations of Agilera, Inc. (the "Company") under that certain Restructuring Agreement dated as of August 21, 2002, between the Company and Comdisco (the "Restructuring Agreement"), and (ii) 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 of Grantor's obligations to Comdisco under the Guaranty (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. 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 Guaranty, 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 Guaranty, 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 Guaranty.

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 Guaranty, 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:**

**UNITED MESSAGING, INC.**

Signature: DeAnn Bruntz  
Print Name: DeAnn Bruntz  
Title: Director

**SCHEDULE A**

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

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

**[TO BE ATTACHED]**

Patents

METHODS, APPARATUS AND ARTICLES OF MANUFACTURE FOR MAIL SYSTEM MIGRATION	US	Provisional application filed August 28, 2000 Patent Application filed October 18, 2000 <sup>1</sup>	Method of migrating clients from one messaging platform to another; software for tracking status of migration process.	No record of any applications for this patent on Morgan Lewis cocket or in files.
METHOD AND SYSTEM FOR MANAGING INTERNET E-MAIL (48952-5001)	US	October 18, 2000 09/690,482	Bundle of firewall protection services, including spamblocker, virus filter, and content restriction filter.	Pending; Office Action expected February, 2003.

<sup>1</sup> As per schedule 2.12(a)  
I-WA/1479293.4

**SCHEDULE B**

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

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

**[TO BE ATTACHED]**

United Messaging

Trademarks

CHART OF APPLICATIONS AND REGISTRATIONS  
OWNED BY UNITED MESSAGING, INC.

UNITEDMESSAGING File No. 48952-0020	Australia	850052 September 12, 2000	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems; and custom design of electronic mail systems of others, in Class 42.	Registered; renewal due September 12, 2010.
UNITEDMESSAGING File No. 48952-0021	Canada	1,076,293 September 20, 2000	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.	Pending; Response to Office Action due December 26, 2002.
UNITEDMESSAGING File No. 48952-0017	China	2000160350 October 19, 2000	Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.	Pending; Published February 11, 2002.
UNITEDMESSAGING File No. 48952-0016	China	2000160351 October 19, 2000	Electronic mail services, in Class 38;	Abandoned per client's March 23, 2001 instructions.
MAILGRATION File No. 48952-0013	European Community	001592120 June 6, 2001	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems; custom design of electronic mail systems of others; and integration and upgrade of related computer systems and networks, in Class 42.	Registered; renewal due April 4, 2010.
UNITEDMESSAGING File No. 48952-0007	European Community	001540673 July 9, 2001	Software for electronic mail systems, in Class 9; Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.	Registered; renewal due March 6, 2010.



<p>MESSAGE CONTROL File No. 48952-0014</p>	<p>Japan</p>	<p>4528091 December 7, 2001</p>	<p>Electronic mail services, Mobile telephone communication (cellular telephone communication services), communication by telex (telex services), communication by computer terminals, communication by telegrams (transmission of telegrams, telegraph services), communication by telephone (telephone services), facsimile transmission, paging services, Communication by fiber, computer aided transmission of messages and images, in Class 38</p> <p>Consulting services in the field of electronic mail systems, design and maintenance of electronic mail systems, computer software design, computer programming, maintenance of computer software, introduction and explanation of performance/operation etc. of computer/automobiles/ other machines which require high level of operators' knowledge/technique and/or experience for accurate operation of them, in Class 42</p>	<p>Registered, renewal due December 7, 2011.</p>
<p>UNITEDMESSAGING File No. 48952-0015</p>	<p>Japan</p>	<p>4528090 December 7, 2001</p>	<p>Electronic mail services, Mobile telephone communication (cellular telephone communication services), communication by telex (telex services), communication by computer terminals, communication by telegrams (transmission of telegrams, telegraph services), communication by telephone (telephone services), facsimile transmission, paging services, Communication by fiber, computer aided transmission of messages and images, in Class 38</p> <p>Consulting services in the field of electronic mail systems, design and maintenance of electronic mail systems, computer software design, computer programming, maintenance of computer software, introduction and explanation of performance/operation etc. of computer/automobiles/ other machines which require high level of operators' knowledge/technique and/or experience for accurate operation of them, in Class 42</p> <p>Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.</p>	<p>Registered, renewal due December 7, 2011.</p>
<p>UNITEDMESSAGING File No. 48952-0022</p>	<p>Mexico</p>	<p>638,697 November 27, 2000</p>	<p>Electronic mail services, in Class 38.</p>	<p>Registered, renewal due September 26, 2010.</p>
<p>UNITEDMESSAGING File No. 48952-0023</p>	<p>Mexico</p>	<p>449,486 September 26, 2000</p>	<p>Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.</p>	<p>Per January 2002 correspondence, prosecution completed, mark will register, last request for update sent to counsel July 28, 2002.</p>

UNITEDMESSAGING File No. 48952-0018	South Korea	200024443 September 15, 2000	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.	Abandoned per July 26, 2002 instructions.
UNITEDMESSAGING File No. 48952-9019	Switzerland	483685 September 13, 2000	Transmission of information via global computer networks (internet), in Class 38; Rental and maintenance of storing space for use as mailbox, in Class 42.	Registered; renewal due September 13, 2010.
UNITEDMESSAGING File No. 48952-0010	United Kingdom	2225150 January 19, 2001	Electronic mail services; consulting services related to electronic mail services and systems, in Class 38; Professional consulting services relating to electronic mail services and systems; custom design of electronic mail systems, in Class 42.	Registered; renewal due March 9, 2010.
MAILGRATION File No. 48952-0004	United States	2,371,255 July 25, 2000	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems; custom design of electronic mail systems of others; and integration and upgrade of related computer systems and networks, in Class 42.	Registered; Declaration of Use due between July 25, 2005 and July 25, 2006; renewal due July 25, 2010.
MESSAGE CONTROL File No. 48952-0008	United States	2,474,645 July 31, 2001	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems; and custom design of electronic mail systems of others, in Class 42.	Registered - Supplemental Register; Declaration of Use due between July 31, 2006 and July 31, 2007; renewal due July 31, 2011.
MESSAGING TODAY File No. 48952-0002	United States	2,472,266 July 24, 2001	Downloadable electronic publications in the nature of a newsletter in the field of electronic communicators and messaging systems, in Class 9; Computer services, namely providing an on-line newsletter in the field of electronic communications and messaging systems, in Class 42.	Registered; Declaration of Use due between July 24, 2006 and July 24, 2007; renewal due July 24, 2011.

UNITEDMESSAGING Plus Design File No: 48952-0001	United States	2,419,878 January 9, 2001	Electronic mail services, in Class 38; Consulting services in the field of electronic mail systems, and custom design of electronic mail systems of others, in Class 42.	Registered; Declaration of Use due between January 9, 2006 and January 9, 2007; renewal due January 9, 2011.
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Patents

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