

01-15-2003

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

1-15-03

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

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

3. Nature of conveyance:

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

Execution Date: 12/13/02

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) 76/136,518 76/135,503; 76/135,500; 76/135,502

B. Trademark Registration No.(s) 2,259,522

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: 20

7. Total fee (37 CFR 3.41): \$ 515.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Tom Ralston

Darlene Haun

Darlene L. Haun, Legal Assistant

Name of Person Signing

Signature

1/13/03

Date

Total number of pages including cover sheet, attachments, and document: 7

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

01/16/2003 GTD11 00000037 200052 76136518

01 FC:8521 40.00 CH 02 FC:8522 475.00 CH

TRADEMARK REEL: 002648 FRAME: 0451

ATTACHMENT TO COVERSHEET

To Collateral Grant of Security Interest in Patents and Trademarks
by Homes.com, Inc. in favor of Comdisco Ventures, Inc.

76/135,501
76/135,606
76/136,517
76/135,603
76/136,203
76/135,602
76/135,605
75/292,010
76/135,604
76/135,505
76/135,504
75/920,894
75/920,893
75/491,089
75/669,841

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 13th day of December, 2002, by HOMES.COM, 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; and

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 the terms of the Amended and Restated Loan and Security Agreement dated October 31, 2002 (as the same may be amended, restated, modified and in effect from time to time, the "Loan Agreement") between Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's 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).

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 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;

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement. 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 Loan Agreement, 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 Loan 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 obtaining or preserving the full benefits of this Agreement, the Loan Agreement 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 any Loan Document.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default (defined in the Loan Agreement), subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its 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.

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: HOMES.COM, INC.

Signature: 

Print Name: Thomas R. Orsi

Title: President and CEO

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: HOMES.COM, INC.

Signature: 

Print Name: Thomas R. Orsi

Title: President and CEO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
by Homes.com, Inc. in favor of Comdisco Ventures, Inc.**

PATENTS AND PATENT APPLICATIONS

None as of the December 13, 2002

SCHEDULE B**To Collateral Grant of Security Interest in Patents and Trademarks
by Homes.com, Inc. in favor of Comdisco Ventures, Inc.****TRADEMARKS AND TRADEMARK APPLICATIONS****TRADEMARKS**

<i>COUNTRY</i>	<i>DESCRIPTION</i>	<i>APPLICATION NO.</i>	<i>REGISTRATION NO.</i>	<i>APPLICATION OR REGISTRATION DATE</i>
United States	HOMES.COM and design Class No. 09	76/136,518	2,558,299	April 9, 2002
United States	HOMES.COM and design Class No. 035	76/135,503	2,616,771	September 10, 2002
United States	HOMES.COM and design Class No. 039	76/135,500	2,638,347	October 22, 2002
United States	HOMES.COM and design Class No. 036	76/135,502	2,616,770	September 10, 2002
United States	HOMES.COM and design Class No. 037	76/135,501	2,638,348	October 22, 2002
United States	HOMES.COM and design Class No. 042	76/135,606	2,616,772	September 10, 2002
United States	HOMES.COM Class No. 09	76/136,517	2,554,323	March 26, 2002
United States	HOMES.COM Class No. 039	76/135,603	2,538,705	February 12, 2002
United States	HOMES.COM Class No. 035	76/136,203	R0000000	September 26 or 27, 2000 (Unintentionally abandoned. Borrower is seeking reinstatement.)
United States	HOMES.COM Class No. 42	76/135,602	2,538,704	February 12, 2002
United States	HOMES.COM Class No. 36	76/135,605	2,551,324	March 19, 2002
United States	HOMES.COM Class Nos. 36, 35	75/292,010	2,226,864	February 23, 1999

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
United States	HOMES.COM Class No. 37	76/135,604	2,562,661	April 16, 2002
United States	HOMES.COM AGENTADVANTAGE Class No. 42	76/135,505	2,566,920	May 7, 2002
United States	HOMES.COM BROKERADVANTAGE Class No. 42	76/135,504	2,566,919	May 7, 2002
United States	HOMES.COM SCALABILITY ON DEMAND Class Nos. 9, 35	75/920,894		February 16, 2000 (Abandoned)
United States	HOMES.COM AGENTDIRECT Class Nos. 9,35	75/920,893		February 16, 2000 (Abandoned)
United States	Preferred Pages	75/491,089	2,376,549	8/15/00
United States	BESTMLS	75/669,841		03/29/99 (Abandoned)
United States	ONE ADDRESS. A WORLD OF INFORMATION.		2,259,522 (Assigned by PCL Media but not yet registered in Borrower's name)	07/06/99

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

1. In the ordinary course of business, Borrower grants licenses under its standard customer contracts for the use of Borrower's Trademarks.
2. In the ordinary course of business, Borrower grants to its vendors rights to use Borrower's Trademarks on the vendors' websites.