

02-13-2003



REC. 102365081 ET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **9-19-02**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name On Station Corporation

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization DE

TRADEMARK FEE PROCESS RECEIVED
2002 SEP 19 4:01 PM
US PATENT & TRADEMARK OFFICE

Execution Date
Month Day Year
20 02

Receiving Party

Mark if additional names of receiving parties attached

Name Comdisco Ventures, Inc. successor in interest to Comdisco, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 6111 North River Road

Address (line 2)

Address (line 3) Rosemont

IL

State/Country

60018

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation Association

Other

Citizenship/State of Incorporation/Organization DE

02/13/2003 TBIAZ1 00000004 200052 75158840

FOR OFFICE USE ONLY

01 FC:8521 40.00 CH
02 FC:8522 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002670 FRAME: 0557

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson

Christine Fera

Christine Fera

Christine Fera

8-28-02

Name of Person Signing

Signature

Date Signed

**AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 20th day of August 2002, by OnStation Corporation, a Delaware 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, 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;

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of November 22, 1999, as amended in April 2001, and related Promissory Note(s) (collectively, the "Loan 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 Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, Grantor has requested that Grantee restructure certain of its obligations under the Loan Agreement and that certain Master Lease Agreement dated as of October 1, 1999, as amended on October 1, 1999 and in April 2001, and related Equipment Schedules (collectively, the "Lease"), and Grantee has agreed to restructure Grantor's obligations under the Loan Agreement, and 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 Loan Agreement, the Lease, and the Restructuring Agreement collectively referred to herein as 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.

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 Loan Agreement and other Loan Documents (as defined in the Loan Agreement), 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 obtain or preserve the full benefits of this Agreement and the Restructure Documents, and of the rights and powers herein and therein granted, 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, 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 set forth in Section 9 of the Loan Agreement.

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

ONSTATION CORPORATION

Signature: *Phillip F. Whalen Jr.*
Print Name: PHILLIP F. WHALEN, JR.
Title: PRESIDENT & CEO

SCHEDULE A

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

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date
019749-001100US KTL (MAS)		System for Coordinating Collision Repair Shop, Parts Venders, Consumers & Insurers	Moore, Charles L. Butts, Derek Severo, Anthony Berry, Richard	60/177409 01/20/00	
019749-002400US KTL (MAS)		Secure Area Selection System	Moitra, Avijit	60/208179 05/31/00	
019749-002500US KTL (MAS)		Variable Discount Transaction Fee Pricing	Moitra, Avijit	60/208273 05/31/00	
019749-003800US KTL (MAS)		System for Arranging Auto Repairs in Conjunction With Insurers	Barry, Patrick Berry, Richard Blackford, William Condon, Michael	60/222100 07/28/00	
019749-004400US KTL (MAS)		On-Line Vehicle Repair, Maintenance & Data Storage System			
019749-004500US KTL (MAS)		System for Coordinating Collision Repair Shop, Parts Vendor, Consumers & Insurers	Moore, Charles L. Butts, Derek Severo, Anthony Berry, Richard	60/266671 02/05/01	

SCHEDULE B

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

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
CA	ONSTATION		1056902 04/26/00		Pending	019749-000900CA KJI (MAS)
EM	ONSTATION	35 36 38 42	1637933 05/03/00	1637933 08/27/01	Registered Next Renewal Due : 05/03/10	019749-000900EM MLS (MAS)
US	MISCELLANEO US DESIGN	035; 036; 042;	75/158840 11/02/00		Approved for publication	019749-003900US MLS (MAS)
US	ONSTATION	036; 042;	75/916928 02/10/00		Pending SOU/RFE Due : 01/23/03	019749-000900US MLS (MAS)
US	ONSTATION	038;	76/033308 04/24/00		Pending SOU/RFE Due e : 12/04/02	019749-002100US MLS (MAS)
US	ONSTATION TECHNOLOGY	035; 036; 042;	76/148573 10/16/00		Published 05/08/02	019749-004000US MLS (MAS)