

04-11-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102417341 TRADEMARKS ONLY

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): LiveCapital, Inc. 3-21-03 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): Comdisco Ventures, Inc. Attention: Thomas N. Ahto, Esq. 6111 North River Road Rosemont IL 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 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Collateral Grant of Security Interest in Patents and Trademarks Execution Date: 03/12/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2151290, 2553561, and 2615156 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Winston & Strawn Attention: Elaine Howard, Paralegal 101 California Street 39th Floor San Francisco CA 94111

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. Signature: Christine E Wilson Elaine Howard Signature: Elaine Howard Date: March 19, 2003

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

TRADEMARK REEL: 002710 FRAME: 0070

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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 \_\_\_\_ day of March, 2003, by LIVECAPITAL, 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"), 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 Restructuring Agreement and the Secured Note (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 Restructuring Agreement, Secured Note and Redeemable Instrument (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.

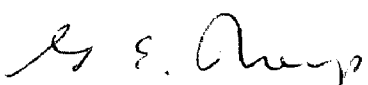
9. Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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:

LIVECAPITAL, INC.

Signature:   
Print Name: George E Northrup  
Title: CFO

**SCHEDULE A**

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

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

<b>PATENTS</b>		
<b>Patent Name</b>	<b>Status and Date Issued</b>	<b>Patent Number</b>
None		

<b>PATENT APPLICATIONS</b>		
<b>Name</b>	<b>Status and Date Filed</b>	<b>Application Number</b>
None		

<b>PATENT LICENSES</b>			
<b>Name</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Patent Number</b>
None			

**SCHEDULE B****TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND  
TRADEMARKS BY LIVECAPITAL, INC. IN FAVOR OF COMDISCO VENTURES,  
INC.****TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>TRADEMARKS</b>			
<b>Name</b>	<b>Date Filed or Issued</b>	<b>Serial Number</b>	<b>Status</b>
Net Earnings (US)	Registered 4/14/98	2,151,290	Registered 4/14/98
LiveCapital (US)	Registered 3/26/02	2,553,561	Registered 3/26/02
DECISIONEXPRESS	Registered 9/03/02	2,615,156	Registered 9/03/02
LiveCapital (Australia)	Registered 6/7/00	839,149	Registered 6/7/00
LiveCapital (Japan)	Registered 3/2/01	4,457,046	
LiveCapital (EU)	Registered 11/8/01	1,696,236	Registered 11/8/01

<b>TRADEMARK APPLICATIONS</b>			
<b>Name</b>	<b>Date Filed</b>	<b>Serial Number</b>	<b>Status</b>
None			

<b>TRADEMARK LICENSES</b>			
<b>Name</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Number</b>
None			