

11/31/02

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

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.

4/22/03

1. Name of conveying party(ies): Vital Link Business Systems, Inc.

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

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

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

Execution Date: 10/9/02

2. Name and address of receiving party(ies)

Name: Comdisco Ventures, Inc.

Internal Address:

Street Address: 6111 North River Rd

City: Rosemont State: IL

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State DE

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 RECEIVED OCT 31 11:04 US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s) 76/280,038 76/279,880

B. Trademark Registration No.(s) 2,366,255 2,366,256

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine Fern

Internal Address:

Street Address: One Post Street Suite 2600

City: San Francisco State: CA Zip: 94104

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 260052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Christine Fern

Name of Person Signing

Christine Fern

Signature

10-29-02

Date

Christine E. Wilson

Total number of pages including cover sheet, attachments, and document: 6

11/27/2002 LNUELLER 0000042 200052 7620038

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

01 FC:6521 40.00 CH 02 FC:6522 75.00 CH

TRADEMARK REEL: 002717 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 9th day of October, 2002, by Vital Link Business Systems, Inc., formerly known as Ceverything Corporation, 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, 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, Grantor has defaulted in its obligations to Grantee under the that certain Master Lease Agreement and Addendum dated as of April 27, 2000 (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") and Grantee has agreed to restructure Grantor's obligations under 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 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.

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 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.

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.

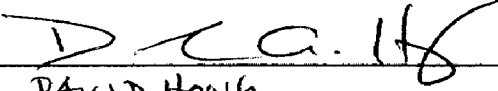
8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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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:

VITAL LINK BUSINESS SYSTEMS, INC.

Signature: 
Print Name: DAVID HONG
Title: SVP and Secretary

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY
VITAL LINK BUSINESS SYSTEMS, INC. IN FAVOR OF COMDISCO VENTURES, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

ISSUED U.S. PATENTS			
US PATENT NUMBER	PATENT TITLE	Filing Date	Issue Date
None at this time			

PENDING U.S. PATENT APPLICATIONS				
Patent Application Title	Filing / Priority Date	Status	Appl #	
None at this time				
Method, Apparatus and System for monitoring Amount of Liquid Poured from Liquid Containers	March 9, 2001	Application	60/274,418	

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY
VITAL LINK BUSINESS SYSTEMS, INC. IN FAVOR OF COMDISCO VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

REGISTERED TRADEMARKS	
Name	Registration Number
CEverything Corporation	2,366,255
Design and Mark	2,366,256

TRADEMARK APPLICATIONS	
Name	Serial Number
Vital Link	76/280,038
Design and Mark	76/279,880