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06-06-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RE

103015054

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sequiam Software, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Trust Under the Will of
Name: John Svenningsen

Internal
Address: c/o Lee Harrison Corbin, Esq.

Street Address: 1 N. Broadway, Suite 1004

City: White Plains

State: New York

Country: U.S.A. Zip: 10601

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Trust Citizenship U.S.

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) May 18, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78633972

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kurzman Eisenberg et al

Internal Address: Att: Katherine R. Steiner

Street Address: 1 N. Broadway, Suite 1004

City: White Plains

State: New York Zip: 10601

Phone Number: 914-993-6054

Fax Number: 914-285-9855

Email Address: ksteiner@kelaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40500

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5004
Expiration Date 06/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Katherine R. Steiner

Signature

5/31/2005

Date

Katherine R. Steiner, Esq.

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003172 FRAME: 0282

06/03/2005 ECDUPER 0000092 78633972 40.00 DP 01 FC:8521

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

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST ("Grant"), effected as of May 18, 2005, is executed by Sequiam Software, Inc., a California corporation ("Sequiam Software"), in favor of Lee Harrison Corbin, Attorney in-Fact for the Trust Under the Will of John Svenningsen (the "Secured Party").

A. This Grant is being entered into in connection with the Secured Party's (defined above) agreement to advance an amount to Laurus Master Fund Ltd ("Laurus"), sufficient to repay the remaining debt to Laurus in accordance with the terms of the Assignment, Assumption and Release with Laurus, and in connection therewith, Laurus has agreed to assign to the Secured Party all of Laurus' rights under that certain Securities Purchase Agreement, dated April 27, 2004, by and between the Company (defined below) and Laurus, as amended and the Loan Documents, a defined in the Securities Purchase Agreement, of even date herewith, between Sequiam Corporation, a California corporation and the Secured Party, which includes that certain Grant of Security Interest in Patents and Trademarks, dated as of April 27, 2004, between Laurus and Sequiam Software (the "Original Agreement"), such that the Trust shall stand in the place of Laurus thereunder. In connection therewith, the Secured Party and Sequiam Software now wish to amend and restate the Original Agreement as provided herein.

B. Pursuant to that certain Amended and Restated Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Sequiam Software, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Sequiam Software and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide loans to Sequiam Corporation.

C. Sequiam Software (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

D. Sequiam Software wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of Sequiam Software in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Sequiam Software does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. Sequiam Software agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at Sequiam Software' expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Sequiam Software hereby appoints the Secured Party as Sequiam Software' attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

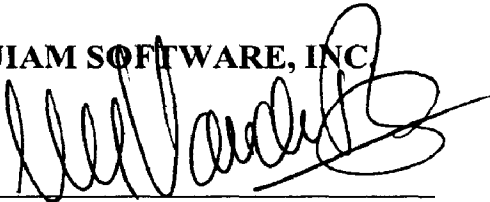
3. Sequiam Software acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. Sequiam Software agrees to execute financing statements or other instruments to the extent required by the Uniform Commercial Code and in executing such other documents or instruments as may be required or deemed necessary by you for purposes of affecting or continuing your security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Sequiam Software has caused this instrument to be executed as of the day and year first above written.

SEQUIAM SOFTWARE, INC



By: _____

Name: NICHOLAS VANDENBERGHE

Title: CEO

SCHEDULE 1

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Book It, ROVER!	78633972		USA
IRP	78357255	01/26/04	USA

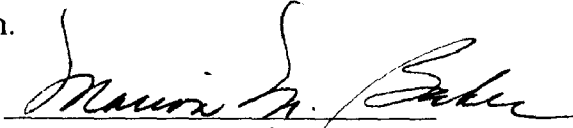
SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None.			

STATE OF FLORIDA)
) ss.:
COUNTY OF ORANGE)

On this 18th day of May 2005 before me personally came Nicholas Vandenbergel who, being by me duly sworn, did state as follows: that he is CEO of Sequiam Software, Inc. that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

