

11-08-2005

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TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dovebid, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual Property Collateral Lien

Execution Date: July 16, 2004

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue, 12th Fl.

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ 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) 75/883,325

B. Trademark Registration No.(s) 2,488,813

Additional number(s) attached ☒ Yes ☐ No

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

Name: Shaila Lakhani Ohn

Internal Address: _____

Street Address: 4445 Willard Avenue
12th Floor

City: Chevy Chase State: MD Zip: 20815

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 290.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik

Name of Person Signing

Signature

Aug. 4, 2004

Date

Total number of pages including cover sheet, attachments, and document: 19

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

TRADEMARK
 REEL: 003197 FRAME: 0903

CONTINUATION OF ITEM 1

Name of Conveying Party

DOVEBID VALUATION SERVICES, INC.
DOVEBID MANAGED SERVICES, INC.

CONTINUATION OF ITEM 4

Applications

Registrations

75/791,180

2,842,934

2,503,780

2,546,425

2,503,780

1,951,286

1,947,034

1,947,033

1,951,287

291992v1

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien is dated as of July 16, 2004, by DOVEBID, INC., a Delaware corporation, DOVEBID VALUATION SERVICES, INC., a Delaware corporation, and DOVEBID MANAGED SERVICES, INC., a Delaware corporation (each individually a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between Grantor and Lender, Lender has agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Lender certain Liens on the Collateral to secure its Obligations under the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement Grantor is required to execute and deliver this Acknowledgment in favor of Lender;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Security Agreement and to make loans to Grantor thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "*Intellectual Property Collateral*");

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(i) all reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

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013043.0261:286871.01

(iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on *Schedule II* hereto;

(i) all reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule III* hereto;

(i) all reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.


Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


DOVEBID, INC.

By: 
Name: Cory Ravid
Title: Chief Financial Officer

**DOVEBID VALUATION SERVICES,
INC.**

By: 
Name: Cory Ravid
Title: Chief Financial Officer

**DOVEBID MANAGED SERVICES,
INC.**

By: 
Name: Cory Ravid
Title: Chief Financial Officer

Accepted and Agreed:

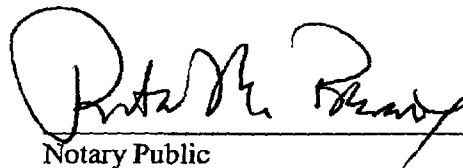
CAPITALSOURCE FINANCE LLC, as Lender

By: _____
Name: _____
Title: _____

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 16th day of July, 2004 before me personally appeared Cory Ravid, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DOVEBID, INC., DOVEBID VALUATION SERVICES, INC., and DOVEBID MANAGED SERVICES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



JP Acknowledgement
013043.0261:286871.01

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DOVEBID, INC.

By: _____
Name: _____
Title: _____

**DOVEBID VALUATION SERVICES,
INC.**

By: _____
Name: _____
Title: _____

**DOVEBID MANAGED SERVICES,
INC.**

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Lender

By: Shaula Lakhani Ohri
Name: Shaula Lakhani Ohri
Title: Senior Counsel

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SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

No. 2,488,813, dated September 11, 2001

No. 2,842,934, dated May 18, 2004

No. 2,503,780, dated November 6, 2001

No. 2,546,425, dated March 12, 2002

No. 2,503,780, dated November 6, 2001

No. 1,951,286, dated January 23, 1996

No. 75/791,180, dated September 2, 1999

No. 1,947,034, dated January 9, 1996

No. 1,947,033, dated January 9, 1996

No. 1,951,287, dated January 23, 1996

B. TRADEMARK APPLICATIONS

Application no. 75/883,325, dated December 29, 1999

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

IP Acknowledgement
013043.0261:286871.01

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

B. COPYRIGHT APPLICATIONS

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

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SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Including Patent Reg. No. and Date

U.S. Patent No. 6,609,112 dated August 19, 2003

B. PATENT APPLICATIONS

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

IP Acknowledgement
013043.0261:286871.01