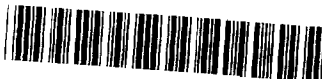


07-18-2001

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

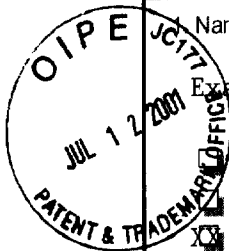
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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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



1. Name of conveying party(ies): 7-1201 Exabyte Corporation
Individual(s) [] Association []
General Partnership [] Limited Partnership []
[X] Corporation-State (Delaware)
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Congress Financial Corporation
Internal Address:
Street Address: 1201 Main Street Ste. 1625
City: Dallas State: TX Zip: 75250
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Texas
[] 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

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: May 16, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached
B. Trademark Registration No.(s) See Attached
Additional number(s) attached [X] Yes [] No

6. Total number of applications and registrations involved: 34

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Crystal A. Gothard, Esq.
Internal Address:
Street Address: Patton Boggs LLP
2550 M Street, NW
City: Washington State: DC Zip: 20037

7. Total fee (37 CFR 3.41).....\$ 865.00
[] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
50-0709
(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.
George M. Borababy
Name of Person Signing
Signature: [Signature] Date: 7/12/01

07/17/2001 ANNEX 00000196 500709 75896754
01 FC:481 40.00 CH
02 FC:482 625.00 CH

TRADEMARK REEL: 002331 FRAME: 0925

CONTINUATION SHEET

(TRADEMARKS)

Question 4A

75/896,754	75/089,490
76/009,705	75/653,783
75/227,643	75/761,887
76/009,707	76/009,706
75/888,386	75/761,888
75/918,553	

Question 4B

2,082,227	1,721,471
2,088,266	2,269,734
2,116,828	2,059,578
2,204,406	2,239,392
1,577,518	2,301,643
2,248,115	2,372,011
2,269,736	2,248,115
2,088,794	2,324,594
1,765,599	2,466,069
2,114,556	2,451,873
2,127,624	2,460,286
2,088,793	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into to be effective as of May 16, 2000, by EXABYTE CORPORATION, a Delaware corporation ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, (Grantee”).

RECITALS

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement dated the date hereof (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee (the "Loans"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

I. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

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© all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

II. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material trademark, trademark registration or trademark application except as set forth in Schedule 1 annexed hereto. This Trademark Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Trademark Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Trademark Collateral set forth on Schedule 1 shall have been duly taken.

(b) To Grantor's knowledge, each of the Trademark Collateral is valid, subsisting and enforceable. Grantor has no knowledge of any pending or threatened claim by any third party that any of the Trademark Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

© To Grantor's knowledge, Grantor is not infringing upon any trademarks or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Trademark Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the Trademark Collateral and to Grantor's knowledge such grant shall not cause a breach of any trademark license or other material agreement to which Grantor is a party.

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III. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Trademark Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Trademark Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Trademark Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued registered trademarks or trademark applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such trademarks. This Trademark Security Agreement shall automatically apply to such trademarks and such trademarks shall automatically become "Trademark Collateral".

© Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Trademark Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any trademark application comprising a material portion of the Trademark Collateral.

(d) In the event that any material portion of the Trademark Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Trademark Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Trademark Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Trademark Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Trademark Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Trademark Collateral.

IV. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Trademark Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Trademark Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Trademark Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

EXABYTE CORPORATION

By: 

Stephen F. Smith
Vice President, Chief Financial Officer
and Secretary

Acknowledged:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

By: 

Mike Sheff
Senior Vice President

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ACKNOWLEDGMENT

STATE OF COLORADO §
 § ss.
COUNTY OF BOULDER §

On this 10th day of May, 2000 before me personally appeared Stephen F. Smith, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President and Chief Financial Officer and Secretary of Exabyte Corporation who being by me duly sworn, did depose and say that he is the Vice President, Chief Financial Officer and Secretary of Exabyte Corporation, the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela S. Flagg
Notary Public

(Seal)

My commission expires:

MY COMMISSION EXPIRES:
September 24, 2002

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

See Attached.

Mark	Requestor	Matter Number	Registration Number	App. Filed	Reg. Issued	Renew. Date	Goods and Services / Description of Mark	Class	Country
E & Design	Corporate	1300-309	614206		2/13/97	2/13/07	Blank magnetic tape cartridges, cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
E & Design	Corporate	1300-304	976638 90	2/14/97	2/13/97	2/13/07	Blank magnetic tape cartridges, cartridge tape subsystems comprising tape drives and control units, for use with computers	9	France
E & Design	Corporate	2817-306	425562 0	4/2/97	3/26/99	3/26/09	Magnetic tape cartridges for use with computers; devices for driving tape cartridges for use with computers; other electronic apparatus and instruments, and their parts and fittings.	9	Japan
E & Design	Corporate	1300-307	187275	2/12/97	12/11/97	12/11/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Norway
E & Design	Corporate	1300-308	970580	2/17/97	2/17/97	?	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Ireland
E & Design	Corporate	1300-303	212368 2		5/15/98	1/17/04	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
E & Design	Corporate	2817-350	332852		9/3/99	9/3/09	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Sweden
Eagle	B. LiVolsi	1618-26	606753	4/3/96	4/3/96	4/3/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Eagle	B. LiVolsi	1618-23	507256	4/2/96	1/28/99	1/28/14	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada
Eagle	B. LiVolsi	1618-25	39616 344.0	4/2/96	4/2/96	4/2/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany
Eagle	B. LiVolsi	1618-24	206782 9	4/2/96	4/2/96	4/2/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
Eagle	B. LiVolsi	1618-7	2,082,2 27	10/3/95	7/22/97	7/22/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.
Eagle/Design	B. LiVolsi	1618-30	599634	4/26/96	4/26/96	4/26/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Eagle/Design	B. LiVolsi	1618-27	507260	4/15/96	1/28/99	1/23/14	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada

Mark	Applicant's Name	Application Number	Serial Number	Filed	Issued	Date	Description of Mark	Class	Country
Eagle/Design	B. LIVOLSI	1618-29	396 23 477.1	5/24/96	11/8/96	5/24/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany

Mark	Requestor	Mark Number	Registration Number	App. Filed	Reg. Issued	Renew. Date	Goods and Services / Description of Mark	Class	Country
Eagle/Design	B. L. Volzi	1618-28	2068717	4/15/96	7/4/97	4/15/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
Eagle/Design	B. L. Volzi	1618-9	2,088,266	12/12/95	8/12/97	8/12/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units; all of the aforementioned products for use with computers	9	U.S.
Eagle Nest	B. L. Volzi	1618-11	75/073,739	3/18/96	11/25/97	11/25/07	Computer disk storage holders and cabinets	9	Australia
Eliant	MarComm	1300-321	A734,038	5/21/97	12/3/97	5/21/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Eliant	MarComm	1300-322	624813	5/16/97	5/16/97	5/16/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers, parts thereof & accessories of the aforementioned foods	9	France
Eliant	MarComm	1300-324	9768524	7/3/97	7/3/97	7/2/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Ireland
Eliant	MarComm	2817-326	205311	1/21/97	5/20/97	5/20/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Japan
Eliant	MarComm	2817-328	42570377	6/11/97	5/7/99	5/7/09	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers; other electronic apparatus and instruments, and their parts and fittings	9	Norway
Eliant	MarComm	1300-329	189480	5/16/97	4/23/98	4/23/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
Eliant	MarComm	1300-331	2133031	5/16/97	6/26/98	5/16/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers; computer software, firmware and hardware, apparatus and instruments for the storage, carriage, reproduction, transmission, retrieval, manipulation and processing of sounds, images, data, information and code; parts and fittings for all the aforesaid goods	9	U.S.
Eliant	MarComm	1300-296	2,204,406	1/21/97	11/17/98	11/17/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Austria
Exabyte	Corp.	1300-170	122,442		1/18/88;	11/30/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Exabyte	Corp.	2817-63	489,155		10/22/90	10/5/00	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada
Exabyte	Corp.	1300-70	405,192		11/20/92	Between 5/20 & 11/20/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	

Mark	Requestor	Matter Number	Registration Number	App Filed	Reg Issued	Renew Date	Goods and Services / Description of Mark	Class	Country
Exabyte	Corp.	2817-61	1,621,437	10/22/90	10/16/90	10/16/00	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	France
Exabyte	Corp.	2817-62	2,008,161	10/25/90	1/14/92	10/24/00	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany
Exabyte	Corp.	1300-69	141238	10/22/90	10/2/90	10/1/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Ireland
Exabyte	Corp.	2817-64	00606305	10/22/90	10/22/93	10/4/00	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Italy
Exabyte	Corp.	1300-67	2680856	10/22/90	6/29/94	6/29/04	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	11	Japan
Exabyte	Corp.	1300-66	151582	10/22/90	7/23/92	7/23/02	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Norway
Exabyte	Corp.	1300-410	2,600,662	5/8/98	11/5/98	5/8/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Spain
Exabyte	Corp.	1300-65	233,700	10/24/90	4/30/92	4/30/02	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Sweden
Exabyte	Corp.	1300/169-171	360,743	6/14/88	7/15/94	2/12/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Switzerland
Exabyte	Corp.	1300-60	1,443,688	10/20/90	6/18/93	10/4/07	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
Exabyte	Corp.	2817-33	1,577,518		1/16/00	1/16/10	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.
Exabyte & Stylized "E"	Corp.	2817-315	2,248,115	3/18/97	5/25/99	5/25/09	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.

Mark	Registrar	Matter Number	Registration Number	App Filed	Reg Issued	Renew Date	Goods and Services / Description of Mark	Class	Country
Exabyte Recognition System & Design mark	R. VonSkoik (K. Foster)	1300-408	636679	4/2/98	4/2/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benlux
Exabyte Recognition System & Design	R. VonSkoik	1300-406	98726197	4/2/98	4/2/98	4/1/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	France
Exabyte Recognition System & Design	R. VonSkoik	1300-405	39818848. 3/09	4/2/98	7/3/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany
Exabyte Recognition System & Design mark	R. VonSkoik	1300-407	2163051	4/2/98	1/13/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	UK
Exabyte Recognition System & Design mark	R. VonSkoik	2817	2,269,736	4/2/98	8/10/99	8/10/09	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.
Exafacis SM	Tech. Supp.	1300-229	2,088,794	2/22/96	8/19/97	8/19/07	Providing information in the nature of technical assistance, support and product specifications relating to tape drives and storage products via facsimile	42	U.S.
Exapak	Media (D. Jones--6)	1300-59	1,765,599	4/20/93	4/20/93	4/20/03	Kil comprised of magnetic recording tape cartridge, head cleaner tape cartridge, and a plastic storage rack therefor	9	U.S.
Exasoft		1300-201	2,114,556	9/12/95	11/18/97	11/18/07	1/23/98--awaiting acceptance of Declaration filed today; 7/19-Declaration accepted	9	U.S.
Exasoft SM		1300-224	2,127,624	9/12/95	11/18/97	1/6/08	Computer Software used to evaluate and select back-up software for use with one's system	9	U.S.
Exatape	MarComum	1300-235	2,088,793	2/22/96	8/19/97	8/19/07	Distributorship services in the field of computer software programs which are offered via a CD-ROM	42	U.S.
							Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.

Mark	Requestor	Matter Number	Registration Number	App. Filed	Reg. Issued	Renew. Date	Goods and Services / Description of Mark	Class	Country
EXB	Corp.	1300-34	1,721,471	8/24/90	10/6/92	10/6/02	Tape drives for magnetic tape cartridges used for storing data processing by computers	9	U.S.
Media Logo Design (see Exabyte Recog Sys & Design)	R. vanSkoik	2817-404	634711	4/2/98	4/2/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Media Logo Design (see Exabyte Recog. Sys & Design)	R. vanSkoik	1300-402	98726196	4/2/98	4/2/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	France
Media Logo Design (see Exabyte Recog. Sys & Design)	R. vanSkoik	1300-401	398 854,8/09	4/2/98	6/30/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany
Media Logo Design (see Exabyte Recog. Sys & Design)	R. vanSkoik	1300-403	2163049	11/6/98	4/2/98	4/2/08	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.K.
Media Logo Design (see Exabyte Recog. Sys & Design)	R. vanSkoik	2817-361	2,269,734	11/6/98	8/10/99	8/10/09	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.
Nest	B. L. Volsi	1618-34	599624	4/15/96	4/15/96	4/15/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Benelux
Nest	B. L. Volsi	1618-31	477,382	4/15/96	6/9/97	6/9/12	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada
Nest	B. L. Volsi	1618-33	39618783.8	4/19/96	11/4/96	4/19/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany
Nest	B. L. Volsi	1618-32	2068722	4/14/96	2/12/99	4/15/06	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers or any similar goods; but not including any such products consisting of looping instructions that can be nested with each other	9	U.K.

Mark	Requestor	Matter Number	Registration Number	App Filed	Reg Issued	Renew Date	Goods and Services / Description of Mark	Class	Country
R-BYTE		194/300	1,721,592		10/6/92	10/6/02	Electronic data storage products, namely tape drives and computer software for controlling, operating and troubleshooting tape drives	9	U.S.
R-BYTE & Design		194/301	1,721,594		10/6/92	10/6/02	Electronic data storage products, namely tape drives and computer software for controlling, operating and troubleshooting tape drives	9	U.S.
SCIMON	N. Simons	1300-148	2,059,578		5/6/97	5/6/07	Computer software used for testing and evaluating the functionality and performance of microcartridge tape subsystems	9	U.S.
Strategex SM	Marketing	2817-282	2,239,392	12/23/95	4/13/99	4/12/09	Marketing and sales program for corporate resellers	35	U.S.
SupportSuite	Michael Redfern or J. Izzary (D. Large gone)	2817-412	2,301,643	11/6/98	12/21/99	12/21/09	Business Management Services in the nature of vendor management Providing a comprehensive package of warranty, extended warranty and post warranty services in the field of computer data storage systems, including on-site service repairs, technical hardware and software support Consulting services in the field of computer data storage systems	35/3 6/42	U.S.
62 Registered Trademarks									

PENDING APPLICATIONS

Mark	Registrar	Matter Number	Serial Number	Goods and Services / Description of Mark	Class	Country	Status
CreekPath Systems, Inc.	M. Koclanes	2817-455		Consulting services in the area of computer data storage systems, including assessing the technical and business requirements for networked data storage; design, configuration and installation of data storage systems and testing data storage systems	42	U.S.	1/6/00 signed application was sent to Nixon and Vandertye for filing;
CreekPath Resource Manager	M. Koclanes			Global Communications network browser-based software that provides remote configuration, monitoring and management of networked storage devices, including tape libraries			2/28/00 - Waiting for application from N & V.
E & Design	Corporate	1300-302	836,425	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada	12/7/98-Extension of time until Nov. 15, 1999 in which to submit certified copy of US Registration of this mark.
E & Design	Corporate	1300-310	397 07 243	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Germany	3/12-E-mail from Donna re Preright Agreement to be done by Media Saturn; 6/25-E-mail to Donna re status update; 7/12-mailed signed Preright Agreement to Donna for sig by Media-Saturn; 12/28/99 Received executed Settlement Agreement from Media-Saturn
E & Design	Corporate	1300-305	MI97C 002395	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Italy	6/23/97-Application filed 2/12/97; 6/25-E-mail to Donna for status update

Mark	Requestor	Mattee Number	Serial Number	Goods and Services/Description of Mark	Class	Country	Status
E & Design	Corporate	1300-298	75/227,643	Blank magnetic tape cartridges; data backup storage system comprising tape drives, control units and automated libraries for use with computers	9	U.S.	6/16-Queried Jeff Gaguardi re needing specimens & date of first use in interstate commerce; 6/21-Ingred Shepherd to obtain specimens-- need by 10/1/99 in order to file Statement of Use; 10/6/99 - Statement of Use filed
Eliant	MarComm Diane Jones (6)	1300-323	845630	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Canada	10/20/98- Ltr from Donna re US Registration. Certificate needed by 2/16/99 (US issued 11/17/98); then this reg. Should issue; 6/25-E-mail to Donna re status; 1/4/00 - Application approved awaiting publication for opposition
Eliant	MarComm	1300-327	M197C 004961	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Italy	7/21/97-Application filed 5/29/98; 6/25-E-mail to Donna re status
Eliant	MarComm	2817-330	97-05848	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Sweden	6/15-Siemens Nixdorf cited against Exhtr re RELIANT. Swedish PTO may not register Reliant; Donna advises we wait for that decision before proceeding; 8/10-petition filed w/Swedish TM office req postpone of action until Siemens decision on Reliant

Mark	Requestor	Matter Number	Serial Number	Goods and Services / Description of Mark	Class	Country	Status
Exabyte	Corp.	2817-433	788,741	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers; computer back up systems	9	Australia	5/10--Application filed 3/18/99
Exabyte	Corp.	1300-411	331,691	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	Portugal	7/24/98--Application Filed; 10/30/98--published for opposition until 12/30 then Examiner reviews; 6/25--E-mail to Donna re status 7/14--reg has been granted. Reg. Fee will be paid and certificate should issue in due course; 8/16--followup ltr from Donna stating assoc has confirmed payment of fees; certificate should issue soon
Exabyte SM	D. Large (to Gannan for approval)	2817-399	Service Mark 75/485,249	Providing extended warranties on computer hardware, software and peripherals; providing technical support services; and an automated tape library maintenance certification and parts support program	35, 36 & 42	U.S.	6/24--Office Action by Examiner; sent E-mail to Donna to file a Response so we can move ahead w/registration 7/14--Response filed; 9/8--Amend to Allege Use accepted
Exabyte & Stylized "E"	Corp.	2817-315	75/259,220	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers; computer back-up systems	9	U.S.	2/1/98--Application filed; 12/16/97 published for opposition; 2/4/99--Statement of Use filed; 5/3/99--Reg. should issue in due course
Exatech	B. Gilpatrick	2817-436	75,707,935 Service Mark	Providing technical assistance and advice on-line and via telephone in connection with computer data storage and data management hardware, software, and peripherals	42	U.S.	5/16/99--Application filed & official filing receipt received; 9/10--if filing abroad, need to do before 11/18/99; 12/7/99 published for opposition, wait 30 days
Exatool	Mathew Chichester	2817-477	TM	Computer program for performing diagnostic tests and maintenance applications	9	International	1/18/00 signed application and sent back to Donna Buntun for filing;
EZ17	Kulaga & Holland (N. Johnson)	1300-418	75/518,954	Automated computer tape loader featuring robotic cartridge handler for backup and restoration of data contained on computer hard disks	9	U.S.	6/21--E-mail to Peri Grover re change in goods description

Mark	Requester	Matter Number	Serial Number	Goods and Services / Description of Mark	Class	Country	Status
Interactive Animated Classroom (IAC)	Bill Probeck			Classroom training technique			1/27/00 - Donna is doing search
M2	Michael Irvine	2817-444		Magnetic tape cartridge subsystems for data storage and archiving, for use with Computers	9	U.S.	1/22/99 - Signed application to Donna for filing; 1/6/00 application filed
M2 (Stylized)	Michael Irvine	2817-445		Magnetic tape cartridge subsystems for data storage and archiving, for use with Computers	9	U.S.	2/15/00 - application files
Nest	B. Livolsi	1618-22	75/089,490	Blank magnetic tape cartridges; cartridge tape subsystems comprising tape drives and control units, for use with computers	9	U.S.	10/21/98 - Application suspended (DO NOT WANT TO REGISTER); 6/25 - E-mail to Donna saying when suspension clears, do not proceed to register.
NetStorm	T. Studebaker N. Johnson	2817-432	TM & SM 75/653,783	Storage program and subsystem for the integration and management of network storage, such as network backup, and storage-area networks (TM) Services for integrating, training and managing network storage (SM)	9 37	U.S.	3/4/99 - Application filed; 6/16 - E-mail to Dave Elliott/Steve Georgis re possible use of mark in foreign countries. Have until 30 August to respond to Donna; 6/23 - E-mail to Donna re filing a Community TM Application (16 countries) 12/17/99 Checking with Mike Koclanes to see if we want to apply in foreign countries; 1/18/00 asked Donna to re-file application with her proposed language also sent her logo and mailed her NetStorm book;
NetStorm Resource Manager	M. Koclanes	2817-466		Global Communications network browser-based software that provides remote configuration, monitoring and management of networked storage devices, including tape libraries	9	U.S.	7/23/99 - Application filed
NetStorm Resource Manager	M. Koclanes	2817-466		Global Communications network browser-based software that provides remote configuration, monitoring and management of networked storage devices, including tape libraries	9	Mexico	1/21/00 - Application filed

Mark	Requestor	Number	Number	Description of Mark	Class	Country	Status
NetStorm Resource Manager	M. Kochanes	2817-466		Global Communications network browser-based software that provides remote configuration, monitoring and management of networked storage devices, including tape libraries	9	Indonesia	1/21/00 - Application filed
NetStorm Resource Manager	M. Kochanes	2817-466		Global Communications network browser-based software that provides remote configuration, monitoring and management of networked storage devices, including tape libraries	9	China	1/21/00 - Application filed
People working for you	M. Irvin	2817-437	75/719,163 Service Mark	Marketing and sales programs and services for corporate resellers of computer back-up storage peripherals, systems and solutions featuring cooperative marketing and sales services and support, product evaluations, system integration, technical support, sales and technical advice, training, market development funds, product demonstrations, trade-up programs, secure web site with up-to-date corporate and product information, corporate sales development, government contract information and bid desk, inventory management, education	35	U.S.	6/1/99-application filed & receipt received; 9/10-if we want to file abroad, have until 12/1/99 to decide. 12/21/99 working on modifying description - response due 3/27/00
providing data availability for the .com world	M. Koclades						2/28/00 - Notified N&V of CreekPath's desire to use this phrase.
SmartClean	Media/Cuden (D. Jones-G)			Blank magnetic recording media with two meters cleaning tape	9	U.S.	8/13-Application filed; 2/7/00 SmartClean in Norway was filed on 1/13/00 possible conflict with Smartclean & Design.
Solution Pak	M. Redfern M. Irvin D. Large		Service Mark	Business Management Services in the nature of vendor management Providing a comprehensive package of warranty, extended warranty and post warranty services in the field of computer data storage systems, including on-site service repairs, technical hardware and software support consulting services in the field of computer data storage systems	35 36 42	U.S.	6/14/99-Donna to draft application; 6/16-Application filed; 11/12/99 Response filed to P&O - waiting ruling

Mark	Requestor	Matter Number	Serial Number	Goods and Services / Description of Mark	Class	Country	Status
23 Pending Trademarks							