



01-29-2002

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #40

02-08-2002



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

**RECORDATION UNIT 101977994 TRADEMARKS ONLY**

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.

<p>1. Name of conveying party(ies): SAMEDAY.COM, INC. <i>1-29-02</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other a Delaware Corporation</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <i>Comdisco Inc.</i> Internal Address: _____ Street Address: <i>6111 North River Rd</i> City: <i>Rosemead</i> State: <i>IL</i> Zip: <i>60118</i></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <i>Delaware</i>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <i>12/28/01</i></p>	<p style="text-align: center;">TRADEMARK OFFICE US PATENT &amp; TRADEMARK OFFICE 2002 JAN 29 P 3 28 RECEIVED TRADEMARK PROCESS.</p>

<p>4. Application number(s) or registration number(s):          A. Trademark Application No. (s) <i>75/203,972</i>  <i>75/766,166; 75/766,214 ;75/766,220</i></p>	<p>B. Trademark Registration No.(s) <i>76/307,492</i></p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: <i>Murphy Sheneman Julian &amp; Rogers</i>          Internal Address: <i>Darlene L. Haun</i>          Street Address: <i>101 California Street, #3900</i>          City: <i>San Francisco</i> State: <i>CA</i> Zip: <i>94111</i></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">5</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <i>140<sup>00</sup></i>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <i>20-0052</i></p>
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DO NOT USE THIS SPACE

<p>9. Signature.  <i>Christine E Wilson</i>          Darlene L. Haun, Legal Assistant</p>	<p><i>Darlene Haun</i>          Signature          Date: <i>1/28/01</i></p>
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">12</span>	

02/07/2002 DBYRNE 00000108 200052 75203972

01 FC:481 40.00 CH  
02 FC:482 100.00 CH

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

**TRADEMARK**  
REEL: 002440 FRAME: 0043

## 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 28th day of December, 2001, by SAME DAY.COM, INC., a Delaware corporation ("Grantor"), for the benefit of 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; and

**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 Amended and Restated Loan and Security Agreement even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan 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 Loan Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement).

**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 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 perfect Grantee's 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. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement. 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 Loan Agreement, 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 Loan 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 obtaining or preserving the full benefits of this Agreement, the Loan Agreement, 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 Loan Document.

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 Loan Agreement, 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 set forth in Section 10.2 of the Loan Agreement.

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.

*[Remainder of Page Intentionally Left Blank]*

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:

SAMEDAY.COM, INC.

Signature:



Print Name:

Alexander Nesbitt

Title:

President + CEO

**SCHEDULE A**

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

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

**[TO BE ATTACHED]**

**A. Patents****"ORDER FULFILLMENT SYSTEM AND METHOD"**

U.S. Provisional Application Serial No. 60/194,575 (filed 04 April 2000), and

U.S. Patent Application Serial No. 09/651,803 (filed 30 August 2000)

No international patents pending

Status: US examiner expected to review/respond approximate June, 2003

**B. Licenses**

## 1. Software Licensed by Sameday.com

BEA Systems	BEA WebLogic License: 4-SvrCluster+1-SvrBase+5-DevEd (#1) BEA WebLogic License: 4 CPU + 1 CPU (#2) BEA WebLogic License: 6ws+2CPU+2CPUDev2 * 2 CPU (#3)
HK Systems	WMS - 6 Instances
Inetsoft	Inetsoft Report Writer (Syntempo)
Merant, Inc	1 PVCS Professional 5 user license
Mercury Interactive	LoadRunner Controller for NT; LR Server Monitor; LR NW Delay Monitor; LR 50 Web Virtual;...;Loadrunner 6.xx Controller; LR 1000 Web Virtual Users (1000*32.50)
Oracle	Oracle - 20 Concurrent Developer
Oracle	Oracle 8i Enterprise
Oracle	Oracle 8i Enterprise - 335 Named Users
Oracle	Oracle 8i Enterprise - 335 Named Users
Oracle	Oracle 8i: 20 named, 800 Power Units; Tuning Pack 800PU; Diagnostics Pack; 800PU
Parasoft	Jtest for Windows NT WebKing Site Mgmt for Windows NT
Rational Software Company	Rational Rose: (3) 2000 Professional J Edition
Symantec	Norton antivirus - 200 PC Anywhere licenses - 10
ConnectShip/Tandata	Chainlink - License \$200K
webMethods	webMethods B2B portals server 3.0
<b>MINOR SOFTWARE</b>	
Adobe	Adobe Photoshop
ADP	Payroll software
ag Group, Inc.	Etherpeek for Windows and Maintenance
Blue Sky Software	RoboHELP office v2000 - 2 licenses
Brandit Retail Systems	Scanning hardware
Cisco	CIS-Secure VPN Client
ComDisco	
DK Systems, Inc	DKHelpDesk/Inventory Manager 5 user License for Users 6-10
E*Trade Business	Sharedata software
Goldmine Software Corp	Goldmine Sales Tracking
HK Systems	Crystal reports professional
HK Systems	Inprise Visibroker
HK Systems	Intersolv ODBC Driver for RF Server

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REEL: 002440 FRAME: 0048

HK Systems	Intersolv ODBC Driver for RF Simulator
HK Systems	Oracle 8i Enterprise - 5 users, 2*Plus, 1*Programmer
HK Systems	PC Anywhere - One License
HK Systems	Pragma Systems TelnetD Software for RF Servers (5 units)
HK Systems	PragmaSystems TelnetD Software RF servers
Hummingbird	Maestro solo, Multiple, multilang v6.2.0, 5pk
Macromedia/Modus Media	Dreamweaver 3.0 Win Commercial
Macromedia/Modus Media	Frwrks3 Win Studio Full COM
Microsoft	Citrix 15+ 5
Microsoft	Citrix enterprise licenses
Microsoft	Citrix Licenses
Microsoft	MS Backoffice V4.5
Microsoft	MS Exchange Srv V5.5
Microsoft	MS MSOL Office Upgrade
Microsoft	MS MSOL Office Upgrade
Microsoft	MS NT Workstation Licenses
Microsoft	MS SLQ SRVR V7.0
Microsoft	MS WIN NT V4 SRV - 20 Licenses
Microsoft	Visual Studio
Microsoft	Visual Studio
Microsoft	WinNT Server
Network Associates	PGP e-Business Server
Red Hat	Stronghold Secure Software - 4 Licenses
Red Hat	Stronghold Secure Software - 1 Licenses
Red Hat	Stronghold Secure Software - 2 Licenses
Software Spectrum	Symantec Visual Café 3.0 DB Edition - 3 Licenses
Symantec	Symantec Mobile Essentials 15 Licenses
Symantec	Symantec Visual Café - 3 Licenses
Symantec	Ghost (10 users)
Veritas	Veritas Database Software
Veritas	Veritas Database Software - for 4500/SAP
Bramasol, Inc. (SAP)	SAP Software - 30 Operational Users
Bramasol, Inc. (SAP)	SAP Software - 10 Informational Users
Bramasol, Inc. (SAP)	SAP Software - 10 Requisition and Confirmation Users
Bramasol, Inc. (SAP)	SAP Software - Developmental Workbench
Bramasol, Inc. (SAP)	SAP Maintenance
Cheetah Software	Cheetah Software
Cheetah Software	ArcLogistics Route v1.1 (4 lic)
Cheetah Software	Cheetah ServiceDesk Licence (4)
F-Secure Corporation	F-Secure SSH Server
HK Systems	Loft Label Manager print Module
HK Systems	Loft Label Manager Developer
HK Systems	Loft Label Manager print Module
HK Systems	Loft Label Manager print Module
i2 Technologies	i2 License & License Fee
WebTrends Corporation	WT Commerce Trends v.2.0
WebTrends Corporation	WT Commerce Trends v.2.0 Add on
WebTrends Corporation	WT Commercetrend 1.0 subscription
WebTrends Corporation	WR server cluster tech support
WebTrends Corporation	WRT Enterprise Suite 4.0
Cisco	CiscoWorks
HP	HPOV

**C. Internet Domain Names (URLs)**

Sameday.com is the registered owner of approximately 370 internet domain names, almost all for the United States (.com, .net, and some .org). About two-thirds of these are variants of "sameday.com", including misspellings, and major U.S. city names appended to "sameday", e.g. "samedaynewyork.com". All are maintained at a nominal fee (less than \$10 per year).



**SCHEDULE B**

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

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

**[TO BE ATTACHED]**

## A. Trademarks

### United States:

"ISHIPPER", Classes 09, 42, Serial No. 75/203,972 (filed November 22, 1996)

- Second extension filed September 7, 1999

"ISHIPPER", Classes 35, 39, Serial No. 75/766,166 (filed August 2, 1999)

"SHIPPER.COM", Classes 35, 39, Serial No. 75/766,214 (filed August 2, 1999)

"INSTANTSHIP", Class 35, Serial No. 75/766,220 (filed August 2, 1999)

"ESHIPPER", Classes 35, 39, Serial No. 75/766,220 (filed August 2, 1999)

"SYNTEMPO", Class 42, Serial No. 76/307,492 (filed 28 August 2001)

"SAMEDAY.COM" in International Classes 35, 36, 39, 42:

Pending: France, Ireland, Italy, Mexico,  
Granted: Austria, Denmark, Greece, Switzerland

"SAMEHOUR.COM" in International Classes 35, 36, 39, 42:

Granted: Austria

## B. Licenses

### 1. Software Licensed by Sameday.com

BEA Systems	BEA WebLogic License: 4-SvrCluster+1-SvrBase+5-DevEd (#1) BEA WebLogic License: 4 CPU + 1 CPU (#2) BEA WebLogic License: 6ws+2CPU+2CPUDev2 * 2 CPU (#3)
HK Systems	WMS - 6 Instances
Inetsoft	Inetsoft Report Writer (Syntempo)
Merant, Inc	1 PVCS Professional 5 user license
Mercury Interactive	LoadRunner Controller for NT; LR Server Monitor; LR NW Delay Monitor; LR 50 Web Virtual;...;Loadrunner 6.xx Controller; LR 1000 Web Virtual Users (1000*32.50)
Oracle	Oracle - 20 Concurrent Developer
Oracle	Oracle 8i Enterprise
Oracle	Oracle 8i Enterprise - 335 Named Users
Oracle	Oracle 8i Enterprise - 335 Named Users
Oracle	Oracle 8i: 20 named, 800 Power Units; Tuning Pack 800PU; Diagnostics Pack 800PU
Parasoft	Jtest for Windows NT WebKing Site Mgmt for Windows NT
Rational Software Company	Rational Rose: (3) 2000 Professional J Edition
Symantec	Norton antivirus - 200 PC Anywhere licenses - 10

ConnectShip/Tandata	Chainlink - License \$200K
webMethods	webMethods B2B portals server 3.0
<b>MINOR SOFTWARE</b>	
Adobe	Adobe Photoshop
ADP	Payroll software
ag Group, Inc.	Etherpeek for Windows and Maintenance
Blue Sky Software	RoboHELP office v2000 - 2 licenses
Brandit Retail Systems	Scanning hardware
Cisco	CIS-Secure VPN Client
ComDisco	
DK Systems, Inc	DKHelpDesk/Inventory Manager 5 user License for Users 6-10
E*Trade Business	Sharedata software
Goldmine Software Corp	Goldmine Sales Tracking
HK Systems	Crystal reports professional
HK Systems	Inprise Visibroker
HK Systems	Intersolv ODBC Driver for RF Server
HK Systems	Intersolv ODBC Driver for RF Simulator
HK Systems	Oracle 8i Enterprise - 5 users, 2*Plus, 1*Programmer
HK Systems	PC Anywhere - One License
HK Systems	Pragma Systems TelnetD Software for RF Servers (5 units)
HK Systems	PragmaSystems TelnetD Software RF servers
Hummingbird	Maestro solo, Multiple, multilang v6.2.0, 5pk
Macromedia/Modus Media	Dreamweaver 3.0 Win Commercial
Macromedia/Modus Media	Frwrks3 Win Studio Full COM
Microsoft	Citrix 15+ 5
Microsoft	Citrix enterprise licenses
Microsoft	Citrix Licenses
Microsoft	MS Backoffice V4.5
Microsoft	MS Exchange Srv V5.5
Microsoft	MS MSOL Office Upgrade
Microsoft	MS MSOL Office Upgrade
Microsoft	MS NT Workstation Licenses
Microsoft	MS SLQ SRVR V7.0
Microsoft	MS WIN NT V4 SRV - 20 Licenses
Microsoft	Visual Studio
Microsoft	Visual Studio
Microsoft	WinNT Server
Network Associates	PGP e-Business Server
Red Hat	Stronghold Secure Software - 4 Licenses
Red Hat	Stronghold Secure Software - 1 Licenses
Red Hat	Stronghold Secure Software - 2 Licenses
Software Spectrum	Symantec Visual Café 3.0 DB Edition - 3 Licenses
Symantec	Symantec Mobile Essentials 15 Licenses
Symantec	Symantec Visual Café - 3 Licenses
Symantec	Ghost (10 users)
Veritas	Veritas Database Software
Veritas	Veritas Database Software - for 4500/SAP
Bramasol, Inc. (SAP)	SAP Software - 30 Operational Users
Bramasol, Inc. (SAP)	SAP Software - 10 Informational Users

Bramasol, Inc. (SAP)	SAP Software - 10 Requisition and Confirmation Users
Bramasol, Inc. (SAP)	SAP Software - Developmental Workbench
Bramasol, Inc. (SAP)	SAP Maintenance
Cheetah Software	Cheetah Software
Cheetah Software	ArcLogistics Route v1.1 (4 lic)
Cheetah Software	Cheetah ServiceDesk Licence (4)
F-Secure Corporation	F-Secure SSH Server
HK Systems	Loft Label Manager print Module
HK Systems	Loft Label Manager Developer
HK Systems	Loft Label Manager print Module
HK Systems	Loft Label Manager print Module
i2 Technologies	i2 License & License Fee
WebTrends Corporation	WT Commerce Trends v.2.0
WebTrends Corporation	WT Commerce Trends v.2.0 Add on
WebTrends Corporation	WT Commercetrend 1.0 subscription
WebTrends Corporation	WR server cluster tech support
WebTrends Corporation	WRT Enterprise Suite 4.0
Cisco	CiscoWorks
HP	HPOV

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