



06-05-2002

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

06-17-2002

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Form PTO-1374  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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RECORDAT  
TRAD



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DEPARTMENT OF COMMERCE  
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):

Liv vault Corporation

*6-5-02*

- Individual(s)
- General Partnership
- Corporation-State
- Other A Delaware Corporation
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 6111 North River Road

City: Rosemont State: IL Zip: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 3/25/02

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

A. Trademark Application No.(s) 74/601,901  
74/409,100; 76/315,745

B. Trademark Registration No.(s) 75/603,400;  
76/145,095; 76/145,098; 76/145,097

Additional number(s) attached  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Darlene L. Haun

Street Address: 101 California Street, #3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: \_\_\_\_\_

**7**

7. Total fee (37 CFR 3.41).....\$ 192.2

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

7460190

DO NOT USE THIS SPACE

9. Signature.

Darlene L. Haun, Legal Assistant

*Darlene L. Haun*

6/4/02

Name of Person Signing

Signature

Date

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

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

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06/17/2002 LIMELETT 04000635 20052

40.00 CH  
150.00 CH

TRADEMARK

REEL: 002525 FRAME: 0679

## 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 29th day of March, 2002, by LIVEVAULT CORPORATION, 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 Restructuring Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Restructuring Agreement"), whereby Grantee has agreed to restructure Grantor's obligations under that certain Master Lease Agreement and Addendum to Master Lease Agreement dated as of March 31, 1999, those certain Equipment Schedules VL-1 and VL-2, each dated as of March 31, 1999, and those certain Equipment Schedules VL-3 and VL-4, each dated as of September 15, 2000 (collectively, the "Lease"), and that certain Loan and Security Agreement dated as of March 31, 1999, and related Promissory Note(s) (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including in the following Intellectual Property (which grant in such Intellectual Property will terminate upon expiration of the Deferral Period (as defined in the Restructuring Agreement) so long as no Restructuring Default (as defined in the Restructuring Agreement) exists at that time): 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), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement), and all the obligations under the Lease and the Restructuring Agreement (collectively, 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 grants (which grant terminates upon expiration of the Deferral Period so long as no Restructuring Default exists at that time) 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:

a. all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A; and

b. all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B.

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. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement and

other Loan Documents (as defined in the Loan Agreement), 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 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 and the Restructure Documents, 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 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 (which right shall terminate upon expiration of the Deferral Period so long as no Restructuring Default exists at that time), 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 9 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:**

**LIVEVAULT CORPORATION**

Signature: *R. Pugh*  
Print Name: Richard L. Pugh  
Title: CEO/Secretary

**SCHEDULE A****TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY  
LIVEVAULT CORPORATION IN FAVOR OF COMDISCO, INC.****PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

<b>PATENTS</b>		
<b>Patent Name</b>	<b>Status and Date Issued</b>	<b>Patent Number</b>
Stand-In Computer Server	Issued Jan 7, 1997	5,592,611
Continuously-Snapshotted Protection of Computer Files	Issued Feb. 18, 1997	5,604,862
Stand-In Computer File Server Providing Fast Recovery from Computer File Server Failures	Issued Mar. 4, 1997	5,605,865

<b>PATENT APPLICATIONS</b>		
<b>Name</b>	<b>Status and Date Filed</b>	<b>Application Number</b>
Systems and Methods for Backing Up Data Files	Filed Dec. 16, 1999	09/465,408
Systems and Methods for Backing Up Data Files	Filed Dec. 16, 1999	09/465,435
Systems and Methods for Backing Up Data Files	Filed Dec. 16, 1999	09/465,485
Systems and Methods for Backing Up Data Files	Filed Dec. 16, 1999	09/465,411
Systems and Methods for Backing Up Data Files	Filed Dec. 16, 1999	09/465,436

<b>PATENT LICENSES</b>			
<b>Name</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Patent Number</b>
N/A			

**SCHEDULE B****TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY  
LIVEVAULT CORPORATION IN FAVOR OF COMDISCO, INC.****TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>Mark</b>	<b>Country</b>	<b>Date Filed</b>	<b>Application or Registration Number</b>	<b>Status</b>
LANTEGRITY	United States	11/21/94	74/601,091	Registered
LIVEVAULT	Australia	5/31/99	795777	Registered
LIVEVAULT	Canada	6/7/99	1017967	Registered
LIVEVAULT	European Union (CTM)	6/8/99	1198928	Registered
LIVEVAULT	Japan	6/8/99	5110599	Registered
LIVEVAULT	United States	12/9/98	75/603,400	Pending
LIVEVAULT and Design	United States	10/12/00	76/145,095	Pending
NETWORK INTEGRITY	United States	6/30/93	74/409,100	Cancelled
PROTECTING YOUR DATA AROUND THE CLOCK	United States	10/12/00	76/145,098	Pending
THE REAL-TIME BACKUP COMPANY	United States	10/12/00	76/145,097	Pending
YOUR BACKUP IS OUR BUSINESS	United States	9/21/01	76/315,745	Pending