



11-25-2002



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

Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

POWERMARKET, INC.

10-30-02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 8/28/02

2. Name and address of receiving party(ies)

Name: Comdisco Ventures, Inc.

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

Street Address: 6111 North River Road

City: Rosemont State: IL Zip: 60018

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/815,927  
09/858,122; 09/866,115; 09/927,975

B. Patent No.(s) \_\_\_\_\_

Additional numbers 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 patents involved: 4

7. Total fee (37 CFR 3.41).....\$160.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

11/22/2002 DDYRNE 00000090 200052 09015927

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DO NOT USE THIS SPACE

9. Signature.

Christina E. Wilson

Darlene L. Haun, Legal Assistant  
Name of Person Signing

Christina E. Wilson  
Darlene L. Haun  
Signature

10/25/02

Date

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

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

PATENT  
REEL: 013508 FRAME: 0899

## 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 August 2002, by POWERMARKET, INC., a Delaware corporation ("Grantor"), for the benefit of COMDISCO VENTURES, INC., successor in interest to 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;

**WHEREAS**, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B;

**WHEREAS**, pursuant to that certain Subordinated Loan and Security Agreement dated as of November 30, 2000, and related Promissory Note(s) (collectively, 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), and 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

**WHEREAS**, Grantor has defaulted in its obligations to Grantee under the Loan Agreement, that certain Master Lease Agreement dated as of November 30, 2000 (together with all associated equipment schedules and summary equipment schedules pursuant thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease"), and that certain Loan and Security Agreement dated as of November 30, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Equipment Loan Agreement") and Grantee has agreed to restructure Grantor's obligations under the Loan Agreement, the Equipment Loan Agreement and the Lease, upon the terms and conditions set forth in that certain Restructuring Agreement of even date herewith (the "Restructuring Agreement;" all the obligations under the Loan Agreement, the Equipment Loan Agreement, the Lease, and the Restructuring Agreement collectively referred to herein as 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 reaffirms its grant of, and further 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 enable Grantee to perfect its 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 Equipment 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 Restructuring 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 enabling Grantee to obtain or preserve 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 by Grantee 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 by Grantee 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, 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 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.

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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:

POWERMARKET, INC.

Signature: 

Print Name: Stephen C. Wunder

Title: CEO

## **SCHEDULE A**

### **TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY POWERMARKET, INC. IN FAVOR OF COMDISCO VENTURES, INC.**

#### **PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

PMT-001 PowerMarket - Sm. Ent **09/815,927** 03/23/01 Asg. rec. 7/23/01; Reel 012272, Frame 0873. COA mld. 4/18/02. VALUE CHAIN INTELLIGENCE SYSTEM AND METHOD Assignment filed 7/19/01; IDS filed 7/26/01; Recorded 7/23/01; COA mld. 4/18/02; await 1st O/A.

PMT-002 PowerMarket - Sm. Ent - DARE **09/858,122** 05/15/01 Asg. rec. 7/23/01; Reel 012026, Frame 0149. COA mld. 4/18/02. A METHOD FOR MANAGING A WORKFLOW PROCESS THAT ASSISTS USERS IN PROCUREMENT, SOURCING, AND DECISION-SUPPORT FOR STRATEGIC SOURCING Assignment filed 7/19/01; IDS filed 7/26/01; COA mld. 4/18/02; await 1st O/A.

PMT-003 PowerMarket - Sm. Ent - AUTO INVOKE **09/866,115** 05/25/01 Asg. rec. 7/23/01; Reel 012026, Frame 0178. COA mld. 4/18/02. A METHOD FOR AUTOMATICALLY INVOKING A SOFTWARE MODULE IN RESPONSE TO AN INTERNAL OR EXTERNAL EVENT AFFECTING THE PROCUREMENT, SOURCING AND/OR STRATEGIC SOURCING OF ONE OR MORE ITEMS Assignment filed 7/19/01; IDS filed 7/26/01; Notice to File Corr. App. Papers (dwgs.) mld. 7/27/01; Resp. filed 9/14/01; COA mld. 4/18/02; await 1st O/A.

PMT-004 PowerMarket (Sm. Ent.) ALERT **09/927,975** 08/09/01 Asg. rec. 8/31/01; Reel 012149/Frame 0231. COA mld. 4/18/02. METHOD FOR GENERATING CUSTOMIZED ALERTS RELATED TO THE PROCUREMENT, SOURCING, STRATEGIC SOURCING AND/OR SALE OF ONE OR MORE ITEMS BY AN ENTERPRISE Case filed 8/9/01; Asg. filed 8/28/01; IDS filed 9/14/01; COA mld. 4/18/02; await 1st O/A.

**SCHEDULE B**

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

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

**NONE.**