| Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ | 102426112 | U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
RÉ |

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

1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Zambeel, Inc. *12-11-02* Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No	Name: GATX Ventures, Inc. Internal Address: Attn: Legal Dept. Street Address: 3687 Mt. Diablo Blvd., Suite 200 City: Lafayette State: CA Zip: 94549 Additional name(s) & address(es) attached? ☑ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☑ Security Agreement ☐ Change of Name

☐ Other_____

Execution Date: 12/6/2002

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) _____

See attached

B. Patent No.(s) _____ 09709187

See attached

Additional numbers attached? ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 12
Name: GATX Ventures, Inc. Internal Address: Attn: Legal Dept. Street Address: 3687 Mt. Diablo Blvd., Suite 200 City: Lafayette State: CA Zip: 94549	7. Total fee (37 CFR 3.41).............$ 480.00 ☐ Enclosed ☐ Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

GATX VENTURES, INC.

Maureen C. Dellinger, ~~In-House~~ Counsel	*Maureen C. Dellinger*	December 6, 2002
Name of Person Signing	Signature	Date

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

12/12/2002 LMUELLER 00000074 09709187
01 FC:8021   480.00 OP

PATENT
REEL: 013969 FRAME: 0675

2.   Name and address of additional receiving party(ies):

Comdisco Ventures, Inc.
Attn: Legal Dept.
6111 N. River Road
Rosemont, IL 60018

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

PATENTS AND PATENT APPLICATIONS

Patent	Registration Number	Registration Date	
Scalable Storage System	09/709,187	11/10/00	1
Dynamic Server Directory for Distributed Computing System	09/773,059	1/31/01	2
Storage System Having Partitioned Migratable Metadata	09/659,107	9/11/00	3
File Storage System Having Separation of Components	09/664,677	9/19/00	4
Symmetric Shared File Storage System	09/731,418	12/5/00	5
System and Method for Monitoring the State and Operability of Components in Distributed	10/170,820	6/12/02	6
Bracket for Staically Securing Multiple Drives	09/731,098	12/05/00	7
Multi-Protocol Security Mechanism for a Computing System	09/796,390	2/28/01	8
System and Method for Managing Usage Quotas	09/852,516	5/10/01	9
Lightweight Logical Checkpointing in a Computing System	09/997,887	11/29/01	10
System and Method for Managing Software Upgrades in a Distributed Computing System	10/170,881	6/12/02	11
System and Method for Managing a Distributed Computing System	10/170,880	6/12/02	12
Scalable Storage System	PCTUS02/18601	6/12/02	
Dynamic Server Directory for Distributed Computing System	PCTUS02/18600	6/12/02	
Storage System Having Partitioned Migratable Metadata	PCTUS02/18940	6/12/02	
File Storage System Having Separation of Components	PCTUS02/18939	6/12/02	
Symmetric Shared File Storage System	PCTUS02/18948	6/12/02	
Lightweight Logical Checkpointing in a Computing System	PCTUS02/18946	6/12/02	

GRANT OF SECURITY INTEREST

PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by ZAMBEEL, INC., a Delaware corporation ("*Debtor*"), in favor of GATX VENTURES, INC. ("*GATX*") and COMDISCO VENTURES, INC., as successor in interest to Comdisco, Inc. ("*Comdisco*"). (GATX and Comdisco are sometimes collectively referred to herein as the "*Secured Parties*.")

    A.   Pursuant to a Venture Loan and Security Agreement dated as of October 12, 2000 (as amended from time to time in writing, the "*Senior Loan Agreement*") among Debtor and the Secured Parties, the Secured Parties agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

    B.   Pursuant to a Venture Loan and Security Agreement dated as of January 31, 2001 (as amended from time to time in writing, the "*Junior Loan Agreement*") among Debtor and GATX, GATX agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

    C.   Pursuant to a Master Lease Agreement dated as of June 19, 2000 (as amended from time to time in writing, the "*Lease Agreement*") between Debtor and Comdisco, Comdisco leased to Debtor certain equipment upon the terms and subject to the conditions set forth therein.

    D.   Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "*Patents*").

    E.   Pursuant to the Senior Loan Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (collectively, the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Senior Loan Agreement). Pursuant to the Junior Loan Agreement, Debtor has granted to GATX a security interest in all right, title and interest of Debtor in and to the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Junior Loan Agreement). Pursuant to the Lease Agreement, Debtor has granted to Comdisco a security interest in all right, title and interest of Debtor in and to the Collateral to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Lease Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations and the Secured Obligations as described in the Recitals hereto.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Senior Loan Agreement, the Junior Loan Agreement and the Lease Agreement, as applicable, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Parties' addresses are:

GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549
Attention: Legal Department

and:

Comdisco, Inc./Comdisco Ventures, Inc.
6111 N. River Road
Rosemont, IL 60018
Attention: Legal Department

2

**PATENT
REEL: 013969 FRAME: 0678**

IN WITNESS WHEREOF. Debtor has caused this instrument to be executed as of the day and year first written above.

ZAMBEEL, INC.

By: *RD Newby*

Name:

Title:

3

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

Patent	Registration Number	Registration Date
Scalable Storage System	09/709,187	11/10/00
Dynamic Server Directory for Distributed Computing System	09/773,059	1/31/01
Storage System Having Partitioned Migratable Metadata	09/659,107	9/11/00
File Storage System Having Separation of Components	09/664,677	9/19/00
Symmetric Shared File Storage System	09/731,418	12/5/00
System and Method for Monitoring the State and Operability of Components in Distributed	10/170,820	6/12/02
Bracket for Staically Securing Multiple Drives	09/731,098	12/05/00
Multi-Protocol Security Mechanism for a Computing System	09/796,390	2/28/01
System and Method for Managing Usage Quotas	09/852,516	5/10/01
Lightweight Logical Checkpointing in a Computing System	09/997,887	11/29/01
System and Method for Managing Software Upgrades in a Distributed Computing System	10/170,881	6/12/02
System and Method for Managing a Distributed Computing System	10/170,880	6/12/02
Scalable Storage System	PCTUS02/18601	6/12/02
Dynamic Server Directory for Distributed Computing System	PCTUS02/18600	6/12/02
Storage System Having Partitioned Migratable Metadata	PCTUS02/18940	6/12/02
File Storage System Having Separation of Components	PCTUS02/18939	6/12/02
Symmetric Shared File Storage System	PCTUS02/18948	6/12/02
Lightweight Logical Checkpointing in a Computing System	PCTUS02/18946	6/12/02

4