

ASSIGNMENT RECORDATION COVER SHEET -PATENTS ONLY-

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)

a) eAlity, Inc.

2. Name of receiving party(ies):

a) Comdisco, Inc.
5600 North River Road, Suite 800
Rosemont, IL 60018

3. Nature of conveyance

- | | | | |
|-------------------------------------|------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input checked="" type="checkbox"/> | Other <u>Agreement</u> | <input type="checkbox"/> | License Agreement |

Execution Date: April 16, 2001

4. Application Number(s) or Patent Number(s): 6,243,711

The title of the (new) application is:

SCRIPTING LANGUAGE FOR DISTRIBUTED DATABASE PROGRAMMING

5. Please send all correspondence concerning this (these) documents to:

Zilka-Kotab, PC
P.O. Box 721120
San Jose, CA 95172-1120
Tel. No.: (408) 971-2573

6. Total number of applications and patents involved: 1

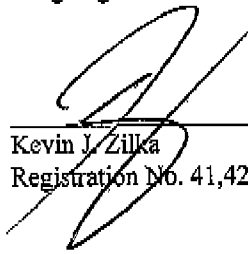
7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to Deposit Account No. 50-1351 (Order No. SUC1G000)

8. 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.

Date: _____

5/11-7



Kevin J. Zilka
Registration No. 41,429

Attorney Docket No. SUC1G000

(Revised 01/96)

700323554

PATENT
REEL: 019254 FRAME: 0089

CH \$40.00 501351 6243711

JUN-05-2001 18:03

COMDISCO

FAX NO.

P.02
P.02

JUN-05-2001 TUE 04:30 PM

AGREEMENT FOR POSSESSION OF COLLATERAL

TO: eAility, Inc.
1065 E. Hillsdale Blvd., Ste. 418
Foster City, CA 94404

Date: April 16, 2001

Re: Agreement for Possession of Collateral

Ladies and Gentlemen:

Reference is made to the Subordinated Loan and Security Agreement dated January 20, 2000 by and between eAility, Inc. ("Debtor") and Comdisco, Inc. ("Secured Party"), and the other documents and agreements related thereto (collectively, the "Loan Agreements"), by which terms the Debtor promises to repay all its liabilities to Secured Party and grants to Secured Party a security interest in its existing and after-acquired personal property, including but not limited to all accounts, rights in and under insurance policies, chattel paper, inventory, equipment, fixtures, general intangibles, including intellectual property, and goods (the "Collateral," as defined under the Loan Agreements).

This agreement for peaceful possession is entered into between Debtor and Secured Party with respect to the Loan Agreements, the Notice of Default and Acceleration dated March 15, 2001, and the parties agree as follows:

1. The Debtor is now in default of its liabilities to Secured Party and, as a result of such default, all outstanding liabilities of Debtor to Secured party have been accelerated and are now due and payable in full.
2. The aggregate amount of liabilities of Debtor to Secured Party is, as of the close of business on March 15, 2001, not less than \$2,600,721.97, but such amount does not include (1) interest accrued on or after March 16, 2001; (2) Secured Party's reasonable expenses

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in taking possession of caring for, preparing, and disposing of collateral, including advances made under this agreement; and (3) attorneys' fees and other professional fees and expenses incurred or that shall hereafter be incurred, all of which shall be added to the liabilities of Debtor and secured by the Collateral. Debtor acknowledges that Secured Party may hereafter advance further sums to Debtor and/or incur reasonable expenses and professional fees in connection with completion of existing raw materials inventory, collecting receivables, assembling and preparing the Collateral for sale or disposition, conducting sales or dispositions of the Collateral, and that such sums shall be added to the liabilities of Debtor and be secured by the Collateral.

3. Upon the request of Secured Party, made on or after 8:00 a.m. on Tuesday, April 17, 2001, Debtor shall deliver to Secured party custody and possession of all of the Collateral located at (1) 1065 E. Hillsdale Blvd., Ste. 418, Foster City, CA 94404, and all books and records pertaining thereto, whether not located on the above premises, including any computer records and books concerning receivables and rights to payment for the purposes of collecting and holding the same, preparing the Collateral for sale or other disposition, and conducting such sale or disposition.

4. Debtor hereby authorizes Secured Party on or after April 17, 2001, to enter into and use the premises located at 1065 E. Hillsdale Blvd., Ste. 418, Foster City CA 94404, at which the Collateral is located, and to obtain possession of all inventory goods, fixtures, and equipment located thereon, and to obtain possession of all equipment located at co-location facilities at Genuity, Inc., 55 South Market Street, 14th Floor, San Jose, CA 95113, for the purpose of taking custody and possession of the Collateral, collecting the Collateral, preparing it for sale or other disposition, and conduct such sale or other disposition. Debtor also agrees to execute and deliver whatever warehouse receipts and other documents may be necessary for Secured Party to obtain access to and possession of inventory located at warehouses.

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5. Debtor authorizes Secured Party to change the locks on the premises at 1065 E. Hillsdale Blvd., Ste. 418, Foster City, CA 94404, to alter the security system, and to notify the burglar alarm agency of Secured Party's right to use the premises, to post a guard on the premises, to arrange for such fire and other insurance coverage as Secured Party deems appropriate, to move the Collateral to a safe location, and to do such other acts as Secured Party deems necessary to protect the Collateral from damage or waste and to secure Secured Party's possession and custody thereof, all as reasonable expenses of retaking and preparing the Collateral for sale or disposition. Debtor agrees to execute and deliver lender's loss payable endorsements, loss payee instructions, and such other insurance forms as Secured Party requests to insure the Collateral and direct that all insurance proceeds be paid to Secured Party.

6. Debtor hereby authorizes Secured Party to receive mail addressed to Debtor and Debtor agrees to so advise the U.S. Postal Service for the purpose of applying any payments received to the outstanding liabilities owed to Secured Party. Secured Party may notify account debtors to pay Secured Party directly and, if so requested by Secured Party, Debtor agrees to notify account debtors to make payment directly to Secured Party. Secured Party shall mail or deliver to Debtor at the following address all mail which is not related to receivables collection and enforcement of its security interest in the Collateral, including employees' personal mail.

Address: Murray & Murray
19330 Stevens Creek Blvd., Ste. 100
Cupertino, CA 95014
Attention: Stephen O'Neill

7. Secured Party agrees to allow Debtor to use Secured Party's cash collateral for the purposes and in the amounts set forth in the budget attached as Exhibit A hereto ("Budget") through April 30, 2001. Debtor represents that there is not due to any of its

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employees or former employees of Debtor, nor independent contractors of Secured Party shall be authorized to sell, dispose of, or collect any Collateral except on terms approved by Secured Party.

11. Secured Party may collect accounts, chattel paper, instruments, general intangibles, receivables, and rights to payment by making demand and/or commencing or defending legal actions in its own name or in the name of Debtor and need not make Debtor a party to such actions. Secured Party is authorized to settle or compromise any of the foregoing on any terms it deems commercially reasonable and may bind debtor to such compromise or settlement.

12. To the extent not already granted by the Loan Agreements, Debtor hereby grants to Secured Party a security interest in and license to use, transfer, and sublicense all intellectual property of Debtor reasonably necessary to operate, consume, sell, lease, collect, enforce, or otherwise dispose of the Collateral, including all patents, trademarks, trade names, trade styles, copyrights, customer lists, trade secrets, and all general intangibles.

13. Debtor acknowledges receipt of Secured Party's Notice of Private Sale for Website, Software, Intellectual Property, Inventory, and Other Personal Property dated March 28, 2001, and agrees said notice is sufficient to comply with any notice obligations under the loan documents. Secured Party is not required to give additional notice to Debtor of any private sales or public auctions of Collateral.

14. Debtor agrees that neither this letter nor actions taken in performance hereof shall constitute a waiver of any other of Secured Party's remedies with respect to the Collateral, the Debtor, the Guarantors, and any other person obligated with respect to the liabilities, and that Secured Party's remedies shall be cumulative and not exclusive.

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06/12/01 12:04PM; Job # 1471; Page 9/11

Your signature on the return copy of this letter indicates your agreement to the terms hereof.

Very truly yours,

Condisco, Inc.

By 

Title _____

ACKNOWLEDGED AND AGREED:

eAlity, Inc.

By _____

Title _____

JUN-05-2001 18:04

COMDISCO

P. 08

JUN-05-2001 TUE 04:31 PM

FAX NO.

P. 08

FROM : Panasonic FAX SYSTEM

PHONE NO. :

28 Apr. 2001 07:20PM PT

04/18/01 17:45 FAX 030 83x 244

MURRAY & MURRAY

P. 08

APR-18-2001 MON 12:02 PM

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Your signature on the return copy of this letter indicates your agreement to the terms hereof.

Very truly yours,

Comdisco, Inc.

By _____

Title _____

ACKNOWLEDGED AND AGREED:

Ality, Inc.

By [Signature] G. Pascalis

TITLE President & CEO

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EXHIBIT A

[Insert Budget]

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Spending Projection
At March 14, 2001

Assumptions:

- 1. No further collection of AR

Conclusions:

- 1. Ending AP would be approx \$700K

[REDACTED]			
Beginning Cash	226,410.00	132,912.85	202,642.85
Salaries	60,700.65	66,400.00	68,400.00
Commissions			
Vacation			
Payments:			
Expense Reports		500.00	500.00
AP Drawdown	5,000.00	10,000.00	10,000.00
Legal			10,000.00
401K Admin	2,000.00		
Return of Revenue*	42,004.00		
Condisco			
Total Cash Out	129,704.65	98,900.00	108,900.00
Cash In			
Rent/Space (return of deposit)			
Success Factors	37,207.50	16,630.00	37,207.50
Total Cash In	37,207.50	16,630.00	37,207.50
Ending Cash	132,912.85	202,642.85	135,850.35

*Return of Revenue:

Alt/web	27,004.00
Alt/bk	15,000.00
	42,004.00

AP:	
Phone lines	1,250.00
Payroll for Client Service	350.00
Move expenses	2,800.00
	<u>5,000.00</u>

1 MURPHY SHENEMAN JULIAN & ROGERS
 A Professional Corporation
 2 CECILY A. DUMAS (S.B. No. 111449)
 WILLIAM D. ANDERSON (S.B. No. 208110)
 3 101 California Street, Suite 3900
 San Francisco, CA 94111
 4 Telephone Number: (415) 398-4700
 Facsimile Number: (415) 421-7879
 5 Attorneys for Movant
 6 COMDISCO, INC.

FILED
 AUG 15 2001

FILED CLERK
 United States Bankruptcy Court
 San Jose, California
 AUG 22 2001
 UNITED STATES BANKRUPTCY COURT
 SAN FRANCISCO, CA

7
 8 UNITED STATES BANKRUPTCY COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

11
 12 In re
 13 EALITY, INC., dba VITA SYSTEMS, INC.,
 14 Debtor,

Chapter 7
 Case No. 01-31340-TEC
**STIPULATION AND ORDER
 TERMINATING AUTOMATIC STAY**

15
 16
 17
 18 This "Stipulation and Order" is entered into between eAlity, Inc. ("Debtor"), Brian Hoff,
 19 Chapter 7 Trustee ("Trustee") and Comdisco, Inc. ("Comdisco"), pursuant to F.R.B.P. 4001(d)
 20 in reference to the following facts:

- 21 A. Debtor commenced its case under Chapter 7 of the Bankruptcy Code on May 14,
 22 2001.
 23 B. Debtor was the borrower under that certain Subordinated Loan and Security
 24 Agreement (the "Loan Agreement") entered into by and between Comdisco and Debtor dated
 25 as of January 20, 2000. A true and correct copy of the Loan Agreement is attached hereto and
 26 marked as Exhibit A. Pursuant to the Loan Agreement Seller agreed to lend funds to Debtor, and
 27 inter alia, received a security interest in Debtor's personal property as described in Section 3 of
 28 the Loan Agreement (the "Collateral"). The Collateral does not include any deposit accounts of
 debtor or proceeds of any avoidance actions that might be prosecuted by the trustee ("Non-

MURPHY
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 JULIAN &
 ROGERS
 A PROFESSIONAL
 CORPORATION

1 Collateral"). The parties are informed and believe that the deposit accounts contain
2 approximately \$40,000.00.

3 C. Borrower is currently in default under the terms of the Loan Agreement. In
4 furtherance of Seller's intent to foreclose on the Collateral, Comdisco and Debtor entered into
5 that certain Agreement for Repossession of Collateral dated April 16, 2001 (the "Repossession
6 Agreement"). A true and correct copy of the Repossession Agreement is attached hereto as
7 Exhibit B.

8 D. Comdisco seeks to enter into a Secured Party Asset Sale Agreement (the "Sale
9 Agreement") by and between Comdisco and Success Acquisition Corporation ("Purchaser")
10 whereby Comdisco will sell certain rights to the Collateral to Purchaser in exchange for good and
11 valuable consideration as fully set forth in the draft agreement.

12 E. The Collateral is located at certain server co-location and other types of facilities
13 formerly leased by Debtor. Comdisco would like to remove the Collateral from these facilities
14 before the landlords refuse to allow Comdisco access to the Collateral and make demand upon
15 Comdisco to pay storage fees for each additional day the Collateral remains on the premises.

16 F. As part of the Sale Agreement, Purchaser is seeking to download customer lists
17 and software source code which may be on servers located at Debtor's previously leased
18 facilities. A delay in access to this information will lessen its value to the Purchaser and may
19 threaten any prospective agreement between Purchaser and Comdisco regarding the sale of
20 portions of the Collateral.

21 THEREFORE, in consideration of the above, the Trustee, Debtor, and Comdisco hereby
22 agree and stipulate as follows:

23 1. Comdisco waives any and all liens and security interest it may have in or
24 to the Non-Collateral. Any and all such liens and security interests are hereby deemed avoided
25 and preserved for the benefit of the estate pursuant to Bankruptcy Code § 551.

26 2. The automatic stay of 11 U.S.C. §362 is hereby terminated as to
27 Comdisco, its successors and assigns, with respect to all of the Collateral except for Debtor's
28 deposit accounts, and Comdisco may take any and all steps it deems necessary to remove and
dispose of the Collateral, excepting deposit accounts.

STIPULATION AND ORDER TERMINATING STAY

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MURPHY
SHENEMAN
JULIAN &
ROGERS
ATTORNEYS AT LAW

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CERTIFICATE OF SERVICE BY MAIL

I, Vicki Y. McRae, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 101 California Street, Suite 3900, San Francisco, California 94111, which is located in the county where the mailing described below took place.

I am familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

On August 13, 2001, at my place of business at 101 California Street, Suite 3900, San Francisco, California, 94111, the following document(s):

STIPULATION AND ORDER TERMINATING AUTOMATIC STAY

was (were) placed for deposit in the United States Postal Service in a sealed envelope(s), with postage fully prepaid, addressed to:

Stephen T. O'Neill, Esq.
The Law Offices of Murray and Murray
19330 Stevens Creek Boulevard, Suite 100
Cupertino, CA 95014

Barry Milgrom, Esq.
Luce, Forward, Hamilton & Scripps
121 Spear Street, Suite 200
San Francisco, CA 94105

and that the envelope(s) was (were) placed for collection and mailing on that date, following ordinary business practices.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 13, 2001.



Vicki Y. McRae

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ROGERS
A PROFESSIONAL CORPORATION