# 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  Assignment Security Agreement Other Agreement 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.		
Dat	Kevin J Zilka Registration No. 41,429		

Attorney Docket No. SUCIG000

(Revised 01/96)

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P.02 P. 02

## AGREEMENT FOR POSSESSION OF COLLAIERAL

TO: eAlity, Inc. 1065 E. Hillsdate Blvd., Stc. 418 Foster City, CA 94404

Date: April 16, 2001

### Re: Aprecuent for Possession of Collateral

Ladies and Gentlemen:

Reference is made to the Subordinated Loan and Security Agreement dated

January 20, 2000 by and between eAlity, 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, us 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 16, 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.

- J. 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 94464, 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.
- Debtor hereby authorizes Secured Party on or after April 17, 2001, to enter into end 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 Iose, 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 wavehouse receipts and other documents may be necessary for Secured Party to obtain access to and possession of inventory located at wavehouses.

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- Debtor authorizes Secured Party to change the locks on the premises at 1065 E. Hillsdale Blvd., Ste. 418, Foster City, CA 94404, to after 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 emdorsements, 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 each 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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employee benefits other than normal gross payroll set forth in the Budget for the period specified herein. Debtor agrees that upon payment of the foregoing sum to the payroll service, Debtor shall turn over to Secured Party all remaining funds in its deposit accounts and that Secured Party may apply said funds to the hisbilities. Debtor represent to Secured Party that all applicable sales taxes, if any, have been paid by Debtor. Secured Party shall pay, or arrange for buyers to pay, state sales tax (if any) due on sales of collateral conducted by Secured Party, to the extent such tax is applicable. All such taxes paid by Secured Party or advanced for such purpose shall be added to Debtor's liabilities and secured by the Collateral under the Loan Agreements.

- 8. Debtor hereby acknowledges that Secured Party has no duty with respect to custody and care of the Collateral, other than its duty under Celifornia law to use reasonable care in the custody and preservation of the same, and that Secured Party has no responsibility whatsoever for any tangible Collateral until Secured Party takes physical possession thereof.

  Secured Party shall have no obligation to maintain or preserve the rights of Debtor in and to the Collateral against the claims of third panies, and shall have no duty to preserve Debtor's rights in instruments or chattel paper against prior parties.
- 9. Debtor hereby acknowledges that Secured Party has made no commitment with respect to its method of disposing of the Collateral, other than its obligation under California law to do so in commercially reasonable manner. This letter shall in no way Impair of limit any rights or remedies which Secured Party may have under the Loan Agreements or applicable law, all of which are cumulative and not alternative.
- 10. Secured Party may engage employees or former employees of Debtor as independent contractors to assist Secured Party in collecting receivables, preparing and selling Collateral, and realizing upon its security interest in the Collateral. Neither Debtor, nor any

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

- It is secured Party may collect accounts, chance 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 softlement.
- 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, soil, 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 loss 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 not 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 Guaranters, 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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FROM : Panasonie FAX SYSTE" 04-18-01 17:45 PAR 050 832 241

APR-18-2001 MON 12:02 PM

PHONE NO. : MUNICIPAL & RUNNING

28 Apr. 2001 87:2894 P7

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Your signables on the return copy of this letter indicates your agreement to the

uning heroof.

Very truly yours,

Comdisco, Inc.

Title\_

ACCHOWLEDGED AND AGREED!

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**PATENT** 

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EXHIBIT A

[Insert Budget]

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Spending Projection At Morch 14, 2001

Assumptions:

1. No further columns of AR.

Conclusion

1. Ending AF would be approx \$700K

				// 1880/ in 19
Beginning Cash		226,410.00	132,912,69	202,642.85
Solaries Commissions Vacaton		80.700,6 <del>5</del>	CO.00A,88	68,409.00
Payments:				
Expense Reports			500.00	500,00
AP Drewdown		5,000.00	10.000.00	10,000.00
Logel				10,000.00
401% Admin	Ettimalo	2,000.00		
Rotum of Revenue*		42,004.00		
Condess				
Total Cash Ova		129,704.65	98,900.00	108,900,00
Cash in				
Frontal space (return o	of deposit)		and the second second	AND PARTY OF THE P
Success Pagines		37,207,50	16,630,00	37,207.50
Total Cash in		37,207,50	169,630,00	37,207.50
Ending Cash		132,512,65	202,542,19	136,850.35
Rosum of Revenues				
Altower	27,004.05			
Atibris	15,000,00			
.,,	15,550,00			
	42,004.00			
AP:				
hons lines	1,250.00			
Pagrar for Olient Service	950.00			
zechogaz svoti	2,800.00			
	5.000.00			

TOTAL P.10

MURPHY SHENEMAN JULIAN & ROGERS I A Professional Corporation CECILY A. DUMÁS (S.B. No. 111449) WILLIAM D. ANDERSON (S.B. No. 208110) 101 California Street, Suite 3900 3 San Francisco, CA 94111 CLERK Telephone Number: (415) 398-4700 ed States Bankruptcy Court . San Jose, Galifornia (415) 421-7879 Facsimile Number: 5 AU6 2 2 2001 Attorneys for Movant 6 COMDISCO, INC. URITED STATES BANKEUPTCY COURT SAN FRANCISCO, CA 7 8 UNITED STATES BANKRUPTCY COURT 9 NORTHERN DISTRICT OF CALIFORNIA 10 SAN FRANCISCO DIVISION 11 12 Chapter 7 In re 13 EALITY, INC., dba VITA SYSTEMS, INC., Case No. 01-31340-TEC 14 STIPULATION AND ORDER Debtor, TERMINATING AUTOMATIC STAY 15 16 17 This "Stipulation and Order" is entered into between eAlity, Inc. ("Debtor"), Brian Holt, 18 Chapter 7 Trustee ("Trustee") and Comdisco, Inc. ("Comdisco"), pursuant to F.R.B.P. 4001(d) 19 in reference to the following facts: 20 Debtor commenced its case under Chapter 7 of the Bankruptcy Code on May 14, 21 A. 2001. 22 Debtor was the borrower under that certain Subordinated Loan and Security 23 В. Agreement (the "Loan Agreement") entered into by and between Contdisco and Debtor dated as of January 20, 2000. A true and correct copy of the Loan Agreement is attached hereto and 25 marked as Exhibit A. Pursuant to the Loan Agreement Seller agreed to lend funds to Debtor, and 26 inter alia, received a security interest in Debtor's personal property as described in Section 3 of 27 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-

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STIPUATION AND ORDER TERMINATING STAY

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

- Ċ. Borrower is currently in default under the terms of the Loan Agreement. In furtherance of Seller's intent to foreclose on the Collateral, Comdisco and Debtor entered into that certain Agreement for Repossession of Collateral dated April 16, 2001(the "Repossession Agreement"). A true and correct copy of the Repossession Agreement is attached hereto as Exhibit B.
- Comdisco seeks to enter into a Secured Party Asset Sale Agreement (the "Sale D. Agreement") by and between Comdisco and Success Acquisition Corporation ("Purchaser") whereby Comdisco will sell certain rights to the Collateral to Purchaser in exchange for good and valuable consideration as fully set forth in the draft agreement.
- The Collateral is located at certain server co-location and other types of facilities E. formerly leased by Debtor. Comdisco would like to remove the Collateral from these facilities before the landlords refuse to allow Comdisco access to the Collateral and make demand upon Comdisco to pay storage fees for each additional day the Collateral remains on the premises.
- As part of the Sale Agreement, Purchaser is seeking to download customer lists F. and software source code which may be on servers located at Debtor's previously leased facilities. A delay in access to this information will lessen its value to the Purchaser and may threaten any prospective agreement between Purchaser and Comdisco regarding the sale of portions of the Colleteral.

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

- Comdisco waives any and all liens and security interest it may have in or to the Non-Collateral. Any and all such liens and security interests are hereby deemed avoided and preserved for the benefit of the estate pursuant to Bankruptcy Code § 551.
- The automatic stay of 11 U.S.C. §362 is hereby terminated as to 2. Comdisco, its successors and assigns, with respect to all of the Collateral except for Debtor's deposit accounts, and Comdisco may take any and all steps it deems necessary to remove and dispose of the Collateral, excepting deposit accounts. STIPUATION AND ORDER TERMINATING STAY

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	1	3. Time is of the c	ssence in that the landfords of Debtor's previously leased		
· • ,	2	facilities may soon demand the remov	al of the Colleteral and to demand daily storage fees. In		
	3	addition, Purchaser is seeking access t	to the Collateral which is part of the Sale Agreement		
	4	immediately so that it may take timely	advantage of Debtor's customer lists and software source		
	5	code. Therefore the stay shall be deer	ned terminated immediately effective as of the execution of		
	6	the Stipulation by the parties hereto.	, ,		
	7	4. The Trustee he	reby agrees and stipulates that it has abandoned any interest		
	8				
	9				
	10	Debtor, and the Trustee have not waived any rights under the Bankruptcy Code.			
	11	·	THE LAW OFFICES OF MURRAY AND MURRAY		
	12	٠	20-51		
	13	Dated: August B, 2001	By: Solland		
	14		Stephen T. O'Neill Attorneys for eAlity, Inc.		
	15				
	16		LUCE, FÖRWARD, HAMILTON & SCRIPPS LLP		
	17	'			
	18	Dated: August, 2001	By: Barry Milgrom		
	19		Attorneys for Chapter 7 Trustee		
	20	,	murphy sheneman julian & rogers		
	21		•		
	22	Dated; August, 2001	Ву:		
	23	-	William D. Anderson Attorneys for Comdisco, Inc.		
	24	ч	ORDER		
	25	IT IS SO ORDERED.			
MURPHY SHENEMAN	26	,			
julian & Rocers	27	Dated: AUG 2 1 2001	THOMAS E. CARLSON		
a. Poppungerozza Cirin Arika delire	28	Dated: A96 2   2001	United States Bankruptcy Judge		
		STIPUATION AND ORDER TERMINATING STAY	CnWfNDÓWStTemporary internet FlienOLK13,/44e901.step-step v12 wda wpd		

-	1	3. Time is of the	essence in that the landlords of Debtor's previously leased		
	2	facilities may soon demand the removal of the Collateral and to demand daily storage fees. In addition, Purchaser is seeking access to the Collateral which is part of the Sale Agreement			
	3				
	4				
5 code. Therefore the stay shall be deemed transmitted immediately effective as					
	6	the Stipulation by the parties hereto.			
	7	4. The Trustee h	ereby agrees and stipulates that it has abandoned any interest		
	8	of the existe in the Collateral except	for the Debtor's deposit accounts.		
	9	5. Other than as	specifically provided in this Stipulation and Order,		
	10	Comdisco, Debtor, and the Truster !	save not waived any rights under the Bankruptcy Code.		
	11		THE TAIL OFFICE OF A STREET, AND A STREET, A		
	12		THE LAW OFFICES OF MURRAY AND MURRAY		
	13	Dated: August , 2001	Dar		
	14		By: Stephen T. O'Neill Attorneys for a Alivy Inc		
	15		Attorneys for cality, Inc.		
	16		LUCE, FORWARD, HAMILTON & SCRIPPS LLP		
	17	_	(A) (2)		
	18	Dated: August 🜊 2001	By Barry Mileronn		
	19	ı	Attorneys for Chapter 7 Trustee		
	20		MURPHY SHENEMAN JULIAN & ROGERS		
	21				
	22	Dated: August, 2001	By: William D. Anderson Attorneys for Corndisco, Inc.		
	23	-			
	24		ORDER		
	25	IT IS SO ORDERED.	<del></del>		
MURPHY SHENEMAN	26	•			
Julian & Rogers	27	w .			
p. Prophicity Chinade Lana Villano	- 28	Dated	United States Bankruptcy Judge		
		STIPUATION AND ORDER TERMINATING STAY	3 \$16223400(.nay-cap.v/2.nds.upd		

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1	3. Time is of the	essence in that the landlords of Debtor's previously leased		
2	facilities may soon demand the removal of the Collateral and to demand daily storage fees. In			
3	addition, Purchaser is seeking access to the Collateral which is part of the Sale Agreement			
4	immediately so that it may take timely advantage of Debtor's customer lists and software source			
5	code. Therefore the stay shall be de-	emed terminated immediately effective as of the execution or		
6	the Stipulation by the parties hereto.			
7	4. The Trustee hereby agrees and stipulates that it has abandoned any inter-			
8	of the estate in the Collateral except	for the Debtor's deposit accounts.		
9	5. Other than as	specifically provided in this Stipulation and Order.		
10	Comdisco, Debtor, and the Trustee have not waived any rights under the Bankruptcy Code.			
11		THE LAW OFFICES OF MURRAY AND MURRAY		
12		THE BUT OF HOUSE AND MORNEY		
13	Dated: August, 2001	Ву:		
14		Stephen T. O'Neill Attorneys for eAlity, Inc.		
15		**************************************		
16		LUCE, FORWARD, HAMILTON & SCRIPPS LLP		
17				
18	Dated: August, 2001	By: Barry Milgrom		
19		Attorneys for Chapter 7 Trustee		
20		MURPHY SHENEMAN JULIAN & ROGERS		
21		. 11 1		
22	Dated: August <u>13</u> , 2001	By: WHON		
23	,	William D. Anderson Attorneys for Comdisco, Inc.		
24		ORDER		
25	IT IS SO ORDERED.			
26				
27	 			
28	Dated:	United States Bankruptcy Judge		
	STIPUATION AND ORDER TERMINATING STAY	3		
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MURPHY SHENEMAN JULIAN & ROGERS

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#### CERTIFICATE OF SERVICE BY MAIL

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RECORDED: 05/04/2007

26 MURPHY Sheneman 27 Julian & ROGERS 28

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.

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