

Form PTO-1594

(Rev. 03/01)

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

Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

PNC Bank, National Association

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 26, 2002

2. Name and address of receiving party(ies)

Name: Solunet Storage, Inc.

Internal

Address:

Street Address: 7074 South Revere Parkway

City: Englewood State: CO Zip: 80112

- 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

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

A. Trademark Application No.(s) 76/293,812

76/293,814; 76/293,813; 76/293,811

B. Trademark Registration No.(s) 2,056,820

Additional number(s) attached Yes No

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

Name: Michael G. Fatall

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account for any additional fees and/or credit

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall

Name of Person Signing



Signature

10/3/02

Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, (this "Trademark Assignment"), dated as of September 26, 2002, is executed and delivered pursuant to that certain Asset Purchase Agreement, dated as of September 26, 2002 (the "Agreement"), by and between (i) Solunet Storage, Inc., a Delaware corporation, with its principal office at 7074 South Revere Parkway, Englewood, Colorado 80112 ("Assignee"), (ii) PNC Bank, National Association ("PNC") as agent for itself, Citicorp USA, Inc. and any other lender party to the Credit Agreement (as defined below) (collectively, "Seller"), (iii) StorNet, Inc., a Colorado corporation formerly known as Vanguard Technology, Inc., a Colorado corporation, with its principal office at 7074 South Revere Parkway, Englewood, Colorado 80112 ("StorNet"), (iv) Applied Digital Systems, Inc., a Pennsylvania corporation ("ADS", and together with StorNet, the "Debtors"), and (v) the other companies named therein. Capitalized terms not otherwise defined in this Trademark Assignment have the meanings ascribed to them in the Agreement.

WHEREAS, Seller and the Debtors are parties to that certain Revolving Credit, Term Loan and Security Agreement, dated March 31, 2000 (the "Credit Agreement").

WHEREAS, the Debtors owe Seller in excess of \$10,500,000 pursuant to the terms of the Credit Agreement.

WHEREAS, Seller holds a security interest in all or substantially all of the Acquired Assets.

WHEREAS, Seller has the right to exercise its rights and remedies under the Credit Agreement because an Event of Default (as defined in the Credit Agreement) exists under the terms of the Credit Agreement.

WHEREAS, simultaneously with the Closing, Seller shall foreclose on all of the Acquired Assets pursuant to the terms of the Credit Agreement and Article 9 of the applicable Uniform Commercial Codes.

WHEREAS, Seller has agreed to sell, and Purchaser has agreed to purchase, all of the Acquired Assets pursuant to said foreclosure.

WHEREAS, pursuant to this Trademark Assignment, Seller wishes to assign to Assignee, and Assignee wishes to acquire from Seller, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the unregistered trademarks set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Seller hereby sells, assigns, transfers and sets over to Assignee all of Debtors' right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Seller hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

3. Seller for itself and its successors and assigns hereby covenants and agrees that, from time to time forthwith upon the written request of Purchaser, Seller, at no cost to Seller, shall execute and deliver any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation reasonably requested by Assignee to fully and effectively effectuate the purposes of this Trademark Assignment.

4. To the extent any terms and provisions of this Trademark Assignment are in any way inconsistent with or in conflict with any term, condition or provision of the Agreement, the Agreement shall govern and control. Without limitation upon the foregoing, Seller makes only the representations and warranties regarding the Marks as are expressly set forth in the Agreement.

* * * * *

SEP-26-2002 11:02

PNC BUSINESS CREDIT

626 432 4589 P.05/09

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

By: [Signature]
Name: PETE MARTINEZ
Title: VICE PRESIDENT

ASSIGNEE:

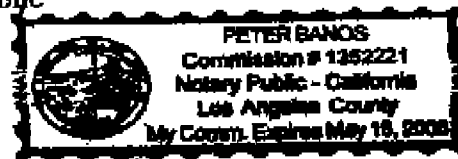
SOLUNET STORAGE, INC.

By: [Signature]
Name: M. Steven Liff
Title: Vice President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 26th day of September, 2002, there appeared before me PETE MARTINEZ, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of PNC Bank, National Association. in his AUTHORIZED CAPACITY.

[Signature]
Notary Public



STATE OF)
COUNTY OF) SS.

On this ___ day of September, 2002, there appeared before me M. Steven Liff, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Solunet Storage, Inc.

[Signature]
Notary Public

SEP. 26. 2002 11:25AM

SUN CAPITAL PARTNERS

NO. 3547 P. 2/4

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

By: _____
Name:
Title:

ASSIGNEE:

SOLUNET STORAGE, INC.

By: *M. Steven Liff*
Name: M. Steven Liff
Title: Vice President

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of September, 2002, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of PNC Bank, National Association.

Notary Public

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

On this 26th day of September, 2002, there appeared before me M. Steven Liff, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed on behalf and with full authority of Solunet Storage, Inc.

Janine E. Cox
Notary Public



SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STORNET	2,056,820	4/29/97

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
STORLINK	76/293,812	8/1/01
STORNET	76/293,814	8/1/01
STORTRUST	76/293,813	8/1/01
SUPPORTCARE	76/293,811	8/1/01

SCHEDULE C

UNREGISTERED TRADEMARKS

Engineering Complete Storage Solutions

The Storage Services Company