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06-30-2000

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

002



Teletype 000

To the Honorable Commissioner of Patent

101393762

and original documents or copy thereof.

1. Name of conveying party(ies):

Applicast, Inc
MRD 5-22-00

OPR/FINANCE

- 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 Grant of Security Interest
- Merger
- Change of Name

Execution Date: March 22, 2000

2. Name and address of receiving party(ies)

Name: Comdisco, Inc
 Internal Address: Legal Dept
 Street Address: 6111 N. River Rd
 City: Rosemont State: Ill ZIP: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional numbers attached? Yes No

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

Name: Comdisco, Inc
 Internal Address: Legal Dept
 Street Address: One Post St # 2675
 City: San Francisco State: CA ZIP: 94104

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/30/00 00000010 75648075

DO NOT USE THIS SPACE

01 FC: 81 40.00 DP
02 FC: 82 125.00 DP

9. Statement and signature.

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.

Name of Person Signing

Nancy O'Connor
Signature

5/12/00
Date

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

Mail documents to be recorded with required cover sheet information to:

**APPLICAST, INC.
TRADEMARK CHART
FEBRUARY 2000**

MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
UNITED STATES			
APPLICAST	N/A	Class 009: Computer software	Application sent to client 4/16/99
APPLICAST	Application No. 75/648,075	Class 042: Computer consulting, operation and outsourcing services; namely, configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Filed 2/25/99; Office action issued 8/24/99
APPLICAST LOGO DESIGN	N/A	Class 009: Computer software and hardware	Application sent to client 2/2/99
APPLICAST LOGO DESIGN	Application No. 75/806,917	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 9/23/99
CONNECT TODAY CONQUER TOMORROW	Application No. 75/802,063	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 9/17/99
FASTFIT	Application No. 75/648,094	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 2/25/99; Office action issued 8/24/99
HOSTPATH	N/A		Full search sent to client 2/24/99
HOSTPOINT	N/A		Full search sent to client 2/24/99

MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
PLENAN	Application No. 75/444,645	Class 35: Data processing services [amended] Class 42: Computer consulting, operation and outsourcing services, namely, configuration, customization, implementation, integration, operation, hosting, maintenance and support of computer software for third parties [amended]	Filed 3/4/98; Application amended in response to first office action; Second office action issued 5/19/99 re services; Abandoned per client's instructions 11/99
PLENAN SYSTEMS	Application No. 75/444,645	Class 35: Data processing services [amended] Class 42: Computer consulting, operation and outsourcing services, namely, configuration, customization, implementation, integration, operation, hosting, maintenance and support of computer software for third parties [amended]	Filed 3/4/98; Application amended in response to first office action; Second office action issued 5/19/99 re services; Abandoned per client's instructions 11/99
AUSTRALIA			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [claiming priority date of 9/23/99]
APPLICAST	Application No. 804784	Class 42: Computer consulting operation and outsourcing services, namely configuration, customization, implementation, integration, operating, hosting, maintenance and support of computer software for third parties [amended 11/16/99]	Application filed 8/24/99
CANADA			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [claiming priority date of 9/23/99]

MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
APPLICAST	Application No. 1,026,654	Computer software; printed matters; catalogues, brochures and leaflets; user and instruction manuals; clothing; namely t-shirts, hats, sweatshirts and jerseys; installation, updating, maintenance and repair of computer software and hardware for others; computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operating, hosting, training, maintenance and support of computer software for third parties	Application filed 8/24/99
ECTM			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [<i>claiming priority date of 9/23/99</i>]
APPLICAST	Application No. 1288372	Class 9: Computer software and computer hardware; Class 37: Installation, maintenance and repair of computer hardware; Class 42: Computer services; operation, outsourcing and consultancy services in the fields of configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software; installation, updating, maintenance, repair and support of computer software; computer programming	Application filed 8/25/99
ISRAEL			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [<i>claiming priority date of 9/23/99</i>]

MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
APPLICAST	Application No. 130235	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 8/25/99 ✓
JAPAN			
APPLICAST	Application No. 11- 75819	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 8/25/99 ✓
MOROCCO			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [<i>claiming priority date of 9/23/99</i>]
APPLICAST	Registration No. 70.626	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Registered 8/25/99
SWITZERLAND			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [<i>claiming priority date of 9/23/99</i>]
APPLICAST	Application No. 7516/1999	Class 42: Computer programming services	Application filed 8/24/99 ✓

MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
UNITED KINGDOM			
APPLICAST DESIGN LOGO	N/A	Class 042: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Counsel instructed to file application 2/2/00 [<i>claiming priority date of 9/23/99</i>]
APPLICAST	Application No. 2212060	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 10/21/99

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 22nd day of March, 2000, by and between Applicant, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated March 22, 2000 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Security Interest of Patents. To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks and trademark applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the

preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein and permitted in the Loan Agreement of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, 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 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 attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Agreement shall terminate and Grantee shall execute and deliver to

Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

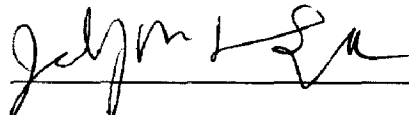
10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

COMPANY:

APPLICAST, INC.

By: 

Title: John J. McGrory II

President & CEO

SCHEDULE A

PATENTS AND PATENT APPLICATION

none at this time.

SCHEDULE B

TRADEMARKS TRADEMARK APPLICATIONS

See attached

**APPLICAST, INC.
TRADEMARK CHART
FEBRUARY 2000**

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APPLICAST	Application No. 804784	Class 42: Computer consulting operation and outsourcing services, namely configuration, customization, implementation, integration, operating, hosting, maintenance and support of computer software for third parties [amended 11/16/99]	Application filed 8/24/99
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MARK/COUNTRY	APPLICATION/ REGISTRATION NUMBER	CLASS/GOODS/SERVICES	CURRENT STATUS
APPLICAST	Application No. 130235	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 8/25/99 ✓
JAPAN			
APPLICAST	Application No. 11- 75819	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 8/25/99 ✓
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APPLICAST	Application No. 2212060	Class 42: Computer consulting, operation and outsourcing services, namely configuration, customization, implementation, integration, operation, hosting, training, maintenance and support of computer software for third parties	Application filed 10/21/99

May 12, 2000

U.S. Patent & Trademark Office
Commissioner of Patents & Trademarks
Box Assignments, North Tower Bldg
2800 Crystal Drive
Washington, D.C. 20231

Re: Grant of Security Interest of Patents and Trademarks for Applicant, Inc.

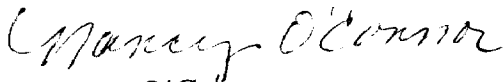
Dear Sir or Madam:

Enclosed please find one original and one duplicate of a Collateral Assignment of Patents and Trademark (the "Collateral Assignment"), along with the appropriate cover sheets attached. Please file the original Collateral Assignment on the patents and trademarks listed on the appropriate Schedule's. A check in the amount of \$165.00 is enclosed to cover 6 trademark filings.

Please mark the duplicate Collateral Assignment "filed" and return to me in the enclosed, self-addressed envelope.

Thank you for your assistance in this matter.

Very truly yours,


Nancy O'Connor
Legal Assistant