

01-02-2001



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

12.5.00

Tab settings

101567846

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

1. Name of conveying party(ies):

Meteor Communications, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address:

Street Address: 6111 North River Road

City: Rosemont State: IL ZIP: 60018

- 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

3. Nature of conveyance:

- Assignment, Security Agreement, Merger, Change of Name

Other Collateral Grant of Security Interest of Patents and Trademarks

Execution Date: November 20, 2000

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

A. Trademark Application No.(s)

76/143,446 75/593,517 75/593,572
76/151,241 75/593,573
75/453,684 75/593,571

B. Trademark Registration No.(s)

000918862 000918888
000922930
000922955

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park East 21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

12/29/2000 NGUYEN 00000244 200052 76143446

01 FC:481 40.00 CH
02 FC:482 150.00 CH

DO NOT USE THIS SPACE

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.

David Adams
Sara Hoehn

Name of Person Signing

Sara Hoehn

Signature

December 1, 2000

Date

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

6

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

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK
Washington, D.C. 20231

REEL: 002203 FRAME: 0587

**COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND
TRADEMARKS**

This Collateral Grant of Security Interest of Patents and Trademarks (this "**Agreement**") is made as of November 20, 2000, by and between METEOR COMMUNICATIONS, INC. ("**Grantor**") and COMDISCO, INC., ("**Grantee**").

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement dated of even date herewith (as amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**"; terms used but not otherwise defined herein being used with the same meaning as defined in the Loan Agreement.), and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to grant to Grantee a Lien upon, inter alia, all of Grantor's right, title and interest in, to and under the Patents and Trademarks, as described more fully below.

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 Loans, Grantor hereby grants to Grantee, to the extent permitted by law, a lien on and security interest in and to all (a) 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 in Part A of Schedule 1 attached hereto and made a part hereof (as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "**Patents**"), (b) the trademarks and trademark applications listed in Part B of Schedule 1 attached hereto and made a part hereof (as the same may be amended to include any trademarks and trademark applications hereafter acquired), and all registrations and renewals thereof (the foregoing trademarks collectively referred to as the "**Trademarks**"), and (c) 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. Grantor shall be liable for and promptly reimburse Grantee for all reasonable 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 the sole owner, free from the obligations of any license or encumbrance whatsoever (except for Permitted Liens or as otherwise granted hereunder) of all of the Patents and applications for Patents, and Trademarks and applications for Trademarks, on which is granted a Lien hereunder.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are fully satisfied in accordance with the terms thereof, 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 reasonably necessary or desirable to aid Grantee in such enforcement and upon demand Grantor shall promptly reimburse and indemnify Grantee for all reasonable 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, and no failure to exercise, and no 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; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall 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 the Secured Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured 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 that 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 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.

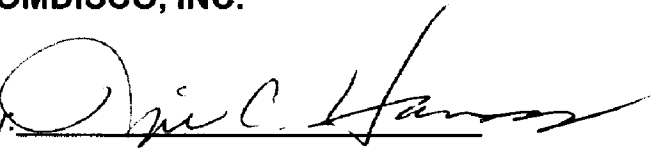
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

COMPANY: METEOR COMMUNICATIONS, INC.

By: 
Name: John Madigan
Title: CFO

ACKNOWLEDGED:

COMDISCO, INC.

By: 
Name: JILL C. HANSES
SENIOR VICE PRESIDENT
Title: _____

SCHEDULE 1

METEOR COMMUNICATIONS, INC.

SCHEDULE OF PATENTS AND TRADEMARKS

PATENTS: (Part A)

US Patent Application entitled, "Method and Apparatus for Controlling a Conference Over the Internet" – Attorney Docket No. 004232.P001; filed on October 29, 1999.

US Patent Application entitled, "Method and Apparatus for Displaying a Platform Independent Presentation Over the Internet" – Attorney Docket No. 004232.P02; filed on October 29, 1999.

US Patent Application entitled, "A Computer Readable Memory Having a Platform Independent Presentation Data Structure" – Attorney Docket No. 004232.P003; filed on October 29, 1999.

US Patent Application entitled, "Method and Apparatus for Creating a Platform Independent Presentation Data Structure" – Attorney Docket No. 004232.P004; filed on October 29, 1999.

TRADEMARKS: (Part B)

METEOR - Serial No. 76/143,446; filed on October 5, 2000.

METEOR THE INTERNET'S COMMUNICATIONS PLATFORM - Serial No. 76/151,241; filed on October 20, 2000.

WebSentric (Stylized) - US Trademark Application filed on March 20, 1998; Serial No. 75/453684.

WebSentric - CTM No. 000769711; filed on March 3, 1998; registered on August 11, 1999.

WEBPRESENTER - US Trademark Application filed on November 23, 1998; Serial No. 75/593517.

WebPresenter - CTM Application filed on August 31, 1998 - Application No. 000918862; rejected by the OHIM on February 11, 2000; no Appeal filed.

WEB PRESENTER - US Trademark Application filed on November 23, 1998; Serial No. 75/593573.

Web Presenter - CTM Application filed on August 31, 1998 – Application No. 000922930; Application rejected by OHIM on February 11, 2000; no Appeal filed.

PRESENTATION.NET - US Trademark Application filed on November 23, 1998; Serial No. 75/593571.

Presentation.Net - CTM Application filed on August 31, 1998 - Application No. 000922955; Application rejected by the OHIM on February 28, 2000; no Appeal filed.

PRESENTATIONNET - US Trademark Application filed on November 23, 1998; Serial No. 75/593572.

PresentationNet - CTM Application filed on August 31, 1998 - Application No. 000918888; Application rejected by the OHIM on February 28, 2000; no Appeal filed.