

10-17-2003

Form PTO-1595
October 9, 2003



102577049

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

lateral Grant of Security Interest
RKS ONLY

Attorney Docket No.: 836-003

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

10-14-03

1. Name of conveying party(ies):
Comdisco, Inc.
Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies):
Name: White Amber, Inc.
Street Address: 2001 Marcus Avenue, Suite #S-160
City: Lake Success State: New York Zip: 11042
Additional names and addresses attached? yes no

3. Nature of Conveyance
 Assignment Merger
 Release of Security Agreement
 Change of Name
 Other _____

Execution Date:
June 10, 2003

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

A. Trademark Application No.(s)

75/833,306
75/853,378
75/769,967
75/769,968
78/001,633
75/707,170

B. Trademark No.(s):

N/A

2003 OCT 14 AM 10:53
OPR/FINANCE

Additional numbers attached? Yes No

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

Name: Joseph Sofer
Internal Address: SOFER & HAROUN, LLP
Street Address: 317 Madison Avenue, Suite 910
City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved:

[1]

7. Total fee (37 C.F.R. 3.41) \$ 240.00

Enclosed
 Authorized to be charged to deposit account

8. Please Charge any additional fees to Deposit account number: 19-2825; Order No.: 836-003

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

10/16/2003 DBYRNE 00000100 75833306
01 FC 8521 40.00 DP
02 FC 8522 125.00 DP

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.

Joseph Sofer, Esq.
Name of Person Signing

Signature

October 9, 2003
Date

Total number of pages including cover sheet, attachments and document [2]

OMB No. 0651-0011 (exp. 4/84)

do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

10/16/2003 DBYRNE 000013612
CHECK Refund Total: \$75.00

TRADEMARK
REEL: 002844 FRAME: 0792

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

WHEREAS, pursuant to that certain Collateral Grant of Security Interest of Patents and Trademarks (the "Security Agreement") dated as of March 11, 2002, made by WHITE AMBER, INC. ("Grantor"), in favor of COMDISCO, INC. ("Grantee"), Grantor granted to Grantee a security interest in Grantor's interest in and to the Intellectual Property Collateral (as defined therein), including the patents, patent applications and patent licenses described in Schedule A attached thereto and the trademarks, trademark applications and trademark licenses described in Schedule B attached thereto; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 19, 2002 at Reel/Frame 012741/0263; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2002 at Reel/Frame 00247/0511; and

WHEREAS, Comdisco Ventures, Inc, is successor in interest to Comdisco, Inc., and shall hereinafter be referred to as Grantee; and

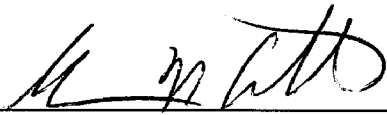
WHEREAS, Grantee desires to release its security interest in the Intellectual Property Collateral and terminate the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby release its security interest in the Intellectual Property Collateral, including, without limitation, the Patents and Trademarks set forth in the attached Schedule A and Schedule B, and reassigns to Grantor, without representation or warranty, express or implied, and without recourse, all right, title and interest of Grantee in and to Grantor's interest in the Intellectual Property Collateral.

Dated: June 10, 2003

"Grantee"

COMDISCO VENTURES, INC., successor
in interest to Comdisco, Inc.

By: 

Name: Thomas Ahto

Title: Vice President

SCHEDULE B

**TO ASSIGNMENT AND RELEASE OF
COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS FOR
WHITE AMBER, INC. BY COMDISCO VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARK APPLICATONS:

Mark/Country	Serial No.	Filing Date	Owner of Record	Classes/Goods & Services	Status
TRANSPLOY (US)	75/883,306	11/18/99	Virtual Employ, Inc.	35 Online business management and employment agency services, namely, providing an online service to manage, coordinate and automate the hiring, placement time worked, reviews and evaluations of temporary staff and other employees; providing online database in the field of employment agency services	Pending
TRANSPLOYMENT (US)	75/853,378	11/18/99	Virtual Employ, Inc.	35 Online business management and employment agency services, namely, providing an online service to manage, coordinate and automate the hiring, placement time worked, reviews and evaluations of temporary staff and other employees; providing online database in the field of employment agency services	Pending

SCHEDULE B - CONTINUED

**TO ASSIGNMENT AND RELEASE OF
COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS FOR
WHITE AMBER, INC. BY COMDISCO VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARK APPLICATONS:

Mark/Country	Serial No.	Filing Date	Owner of Record	Glasses/Goods & Services	Status
VIRTUALEMPLOYEE (US)	75/769,967	9/9/99	Virtual Employ, Inc.	9 Computer software and internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending
VIRTUALEMPLOYMENT (US)	75/769,968	9/9/99	Virtual Employ, Inc.	9 Computer software and internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending
WHITE AMBER, INC. (US)	78/001,633	3/29/00	Virtual Employ, Inc.	9 Computer software and interest web site which is used to mange the people and processes regarding the provision of employee staffing to client companies	Pending

SCHEDULE B - CONTINUED

**TO ASSIGNMENT AND RELEASE OF
COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS FOR
WHITE AMBER, INC. BY COMDISCO VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARK APPLICATIONS:

Mark/Country	Serial No.	Filing Date	Owner of Record	Glasses/Goods & Services	Status
VIRTUAL EMPLOY (US)	75/707,170	5/17/99	White Amber, Inc.	9 Computer software and internet web site which is used to manage the people and processes regarding the provision of employee staffing services to client companies	Pending

Exhibit C

BILL OF SALE

Reference is made to that certain Settlement Agreement dated as of May 9, 2003 (the "Settlement Agreement") between **Comdisco Ventures, Inc.** as successor in interest to Comdisco, Inc. ("Seller") and Comdisco, Inc. (Comdisco, Inc. and Comdisco Ventures, Inc. are hereinafter individually and collectively referred to as "Comdisco") having its principal place of business at 6111 N. River Road, Rosemont, IL 60018 and White Amber, Inc. (the "Buyer" or "Company") having its principal place of business at 2001 Marcus Avenue, Suite S160, Lake Success, NY 11042. All capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement.

In consideration of Seller's payment of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration hereinafter referred to as the "Purchase Price" plus any applicable sales taxes (if exemption from sales tax is claimed by Company, an exemption certificate must be furnished to Comdisco herewith), Seller hereby grants, sells, transfers and delivers free and clear of all encumbrances placed thereon to Company the equipment described below (herein "Equipment") subject to any accrued and unpaid property taxes now or hereafter assessed against the Equipment:

All Equipment described in and leased by Comdisco under Master Lease Agreement, dated July 12, 2000, and all related schedules, amendments, attachments and ancillary documents (collectively the "Lease") now in the possession of Company.

COMDISCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE EQUIPMENT EXCEPT THAT (1) COMPANY WILL ACQUIRE BY THE TERMS OF THIS BILL OF SALE GOOD TITLE TO THE EQUIPMENT FREE FROM ALL ENCUMBRANCES PLACED THEREON BY COMDISCO AND (2) COMDISCO HAS THE RIGHT TO SELL THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMDISCO DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT AND MAKES NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE.

Seller hereby covenants and agrees to defend the title to the above-disclosed Equipment hereby conveyed, against the just and lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Comdisco has executed this Bill of Sale at 6111 River Road, Rosemont, IL 60018 as of this 12 day of May, 2003 and delivered this Bill of Sale to Company pursuant to and subject to the terms of the Settlement Agreement.

SELLER

Acknowledged:

COMDISCO VENTURES, INC.

COMDISCO, INC.

By: [Signature]
Title: SUP

By: [Signature]
Title: VP