

11.12.04

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

12-17-2004



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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings =>>>

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

1. Name of conveying party(ies):
Comdisco, Inc.

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

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

2. Name and address of receiving party(ies):
Name: Pagosa Technologies, Inc.
Internal Address: _____
Street Address: 4144 N. Central Expressway, Suite 700
City: Dallas State: TX ZIP: 75204

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 8, 2002

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,490,281 SERVICELANE
2,509,019 SERVICELANE.COM

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Slafsky
Internal Address: _____
Wilson Sonsini Goodrich & Rosati
Street Address: 650 Page Mill Road
City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2415 Attn: 27846-000
(Attach duplicate copy of this page if paying by deposit account)

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.

John L. Slafsky [Signature] 11-8-04
Name of Person Signing Signature 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 Patents & Trademarks, Box Assignments Washington, D.C. 20231

12/17/2004 GTDN11 00000033 2490281 01 FC:8521 40.00 DP 02 FC:8522 25.00 DP

TRADEMARK REEL: 003104 FRAME: 0467

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into as of May 8, 2002 between COMDISCO, INC., a Delaware corporation ("Assignor") and PAGOSA TECHNOLOGIES, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, On February 25, 2000, Assignor and ServiceLane.com, Inc. ("ServiceLane") entered into that certain Subordinated Loan and Security Agreement, as amended, modified, and supplemented from time to time (the "Loan Agreement"). In connection with the Loan Agreement, the following additional documents (together with the Loan Agreement, the "Loan Documents") were executed and delivered: those certain Promissory Notes dated June 2, 2000 and August 1, 2000 executed by ServiceLane in favor of Assignor, and that certain UCC Financing Statement filed with the State of (i) California on December 22, 2000 as file number 0036460497 (ii) Delaware on December 26, 2000 as file number 89583; (iii) Nevada on December 26, 2000 as file number 0019067-U; (iv) Ohio on December 26, 2000 as file number AP302414; and (v) Texas on April 6, 2000 as file number 0000467455 and on December 27, 2000 as file number 0000646711.

WHEREAS, On June 29, 2001, Assignor and ServiceLane entered into an Agreement for Turnover and Disposition of Collateral and on July 16, 2001, Assignor and ServiceLane entered into an Assignment of Intellectual Property. Pursuant to these documents, Assignor acquired ownership of and the rights to ServiceLane's patents, copyrights, trademarks and other intellectual property rights and interests owned or held by ServiceLane which are included in the definition of "Collateral" under the Loan Documents, including the Software (the "Intellectual Property"), and acquired ownership of and the rights to the assets set forth on Exhibit B hereto (the "Other Assets").

NOW THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions:

1.1 "Change of Control" shall mean (i) the acquisition of Assignee by another entity by means of any transaction or series of related transactions (including, without limitation, any merger, consolidation or other form of reorganization in which outstanding shares of Assignee are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring entity or its subsidiary, but excluding any transaction effected primarily for the purpose of changing Assignee's jurisdiction of incorporation) that results in the transfer or acquisition of at least a majority of Assignee's voting power or (ii) a sale of all or substantially all of the assets of Assignee.

1.2 "IPO" shall mean Assignee's firm commitment underwritten initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock of Assignee to the public.

1.3 "Liquidity Event" shall mean an IPO or a Change of Control.

1.4 "License Revenues" shall mean the revenues actually received and collected by Assignee from third parties for licenses to the Software.

1.5 "Net License Revenues" shall mean the revenues actually received and collected by Assignee from third parties for licenses to the Software, less (i) normal and customary rebates, and cash and trade discounts, actually taken, (ii) sales, use and/or other excise taxes or duties actually paid, (iii) the cost of any packages and packing, and (iii) amounts allowed or credited due to returns.

1.6 "Proceeds" shall mean (i) in the case of an IPO, any cash received by Assignee in connection with such IPO and (ii) in the case of a Change of Control, any assets, payable in cash, stock, or in kind, in connection with such Change of Control, in respect of Assignee's outstanding capital stock.

1.7 "Software" shall mean the software application suite described on Exhibit A hereto that Assignor acquired ownership of from ServiceLane and to be assigned by Assignor to Assignee.

2. **Assignment; Further Assurances.** For good and valuable consideration, Assignor, for itself and on behalf of its affiliates, divisions, subsidiaries, predecessors, successors and assigns, hereby irrevocably and absolutely sells, conveys, transfers, and assigns to Assignee, its successors and assigns forever, all Assignor's right, title and interest to the Intellectual Property and the Other Assets, free and clear of all liens, encumbrances, charges, security interests and claims of Assignor and any liens, claims, encumbrances, charges, adverse claims or security interests that are subordinate to the secured lien rights of Assignor. Assignor agrees to assist Assignee, or its designee, at Assignee's expense, in every proper way to secure the Assignee's rights in the Intellectual Property, including the execution of all applications, specifications, oaths, assignments and all other instruments that Assignee may reasonably deem necessary in order to assign and convey to Assignee, its successors, assigns and nominees the sole and exclusive right, title and interest in and to the Intellectual Property. Assignor agrees that, if Assignee is unable because of Assignor's dissolution, to secure Assignor's signature for the purpose of assignment and conveyance of any United States or foreign patents or mask work or copyright registrations covering the Intellectual Property assigned to Assignee in this section, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the assignment and conveyance of registrations of the Intellectual Property with the same legal force and effect as if executed by Assignor.

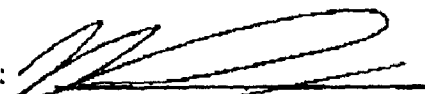
3. **Assignor Representations and Warranties.**

3.1 Assignor represents that it has complied with all procedures and requirements under the Loan Documents and Uniform Commercial Code with respect to foreclosure, sale and disposal of the Intellectual Property (including transfer of the Intellectual Property as

REDACTED

REDACTED

COMDISCO, INC.

By: 

Name: Victor Hanna

Title: Managing Director

Comdisco Ventures

Notices:

Comdisco, Inc.
One Post Street, Suite 2600
San Francisco, CA 94104
Telephone: 415/392-6089
Facsimile: 415/623-5218
Attention: Victor Hanna

With a copy to:

Comdisco, Inc.
6111 N. River Road
Rosemont, IL 60018
Telephone: 847/698-3000
Facsimile: 847/518-5088
Attention: General Counsel

PAGOSA TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Notices:

Pagosa Technologies, Inc.
4144 N. Central Expressway, Suite 700
Dallas, Texas 75204
Facsimile:

COMDISCO, INC.

By: _____

Name: _____

Title: _____

Notices:

Comdisco, Inc.
One Post Street, Suite 2600
San Francisco, CA 94104
Telephone: 415/392-6089
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Attention: Victor Hanna

With a copy to:

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6111 N. River Road
Rosemont, IL 60018
Telephone: 847/698-3000
Facsimile: 847/518-5088
Attention: General Counsel

PAGOSA TECHNOLOGIES, INC.

By: Lee Bylock

Name: Lee Bylock

Title: CEO

Notices:

Pagosa Technologies, Inc.
4144 N. Central Expressway, Suite 700
Dallas, Texas 75204
Facsimile:
Attention: Chief Executive Officer