

6/13/00

06-13-2000

R SHEET LY

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To the Honorable Commissioner

101351734

attached original documents or copy thereof.

1. Name of conveying party(ies):

XTRA On-Line Corporation

- 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 CORRECTIVE ASSIGNMENT TO CHANGE TO SECURITY INTEREST ON REEL AND FRAME, Merger, Change of Name

Execution Date: 3-26-99 001905 0961

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL 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

Attn: Nancy O'Connor

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 360.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

06/13/2000 DCDATES 00000203 75492012

01 FC:411 40.00 OP
02 FC:482 200.00 OP
03 FC:414 120.00 OP

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.

Name of Person Signing

Nancy O'Connor Signature

6-8-00 Date

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

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

2/12

Doc F-31 of Set 85 (MARKED)

MYTRIP

Status: PENDING Date: 12/29/1998
NON-FINAL ACTION MAILED

Gen/Sys: INT. CL: 38 (U.S. CL: 100, 101, 104)
PROVIDING ACCESS TO A GLOBAL INFORMATION NETWORK FOR TRAVEL INFORMATION AND TRAVEL ARRANGEMENTS

Serial No.: 75-492012 Filed: 05/28/1998
75-492012 05/28/1998
Add. Info.: FILED AS INTENT TO USE

Corresp.: MOLLY BUCK RICHARD
STRASSBURGER & PRICE LLP
4300 NATIONALBANK PLZ
901 MAIN ST
DALLAS TX 75202

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
3926 N. STEMMONS FREEWAY
DALLAS, TX 75247

3/12

Doc F-1 of Ser 88

NOW YOUR TRAVEL AGENCY IS JUST A CLICK AWAY

Status: ALLOWED - INTENT TO USE Date: 08/10/1998
1ST EXTENSION GRANTED

Gds/Svcs: INFL CL: 8 (U.S. CL: 21, 22, 28, 35, 38)
COMPUTER PROGRAMS FOR USE IN MAKING CRUISE, TOUR PACKAGE, AIRLINE, LODGING, TRANSPORTATION AND AUTOMOBILE RESERVATIONS, PROVIDING DETAILED ACCOUNTING FOR TRAVEL EXPENSES, AND PROVIDING WEATHER, CURRENCY, CRUISE, LODGING, AIRLINE TOUR PACKAGE, TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL

INFL CL: 39 (U.S. CL: 100, 106)
TRAVEL AGENCY SERVICES, NAMELY, PROVIDING CRUISE, TOUR PACKAGE, AIRLINE, AUTOMOBILE AND TRANSPORTATION RESERVATIONS, PROVIDING AIRLINE AND AUTOMOBILE RESERVATIONS, AND TRAVEL INFORMATION ON-LINE AND VIA AN AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK CONCERNING TRAVEL EXPENSES, WEATHER, CURRENCY, CRUISE, LODGING, TOUR PACKAGE, TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL

INFL CL: 42 (U.S. CL: 100, 101)
HOTEL AND LODGING RESERVATIONS FOR OTHERS RENDERED ON-LINE AND VIA AN AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK

Serial No.: 75-257833 Filed: 03/17/1997 Published: 12/02/1997
75-257833 03/17/1997 12/02/1997
Disclaims: "TRAVEL AGENCY"
Add. Info: FILED AS INTENT TO USE.

Corresp.: MOLLY BUCK RICHARD
STRASSBURGER & PRICE LLP
4300 NATIONSBANK PLZ
901 MAIN ST
DALLAS TX 75202

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
2820 N. STEMMONS FREEWAY
DALLAS, TX 75247

Assignments:

Assignee: IMPERIAL BANK (CALIFORNIA CHARTERED BANK)
226 AIRPORT PARKWAY, SAN JOSE, CA 95110
Assignor: XTRA ON-LINE CORPORATION (CORPORATION)
Recorded: 04/10/1998 Assigned: 03/27/1998 Reel/Fr.: 1715/0858
Action: SECURITY AGREEMENT

4/12

Doc F-28 of Set 65 (MARKED)

POWERTRIP

Status: ALLOWED - INTENT TO USE Date: 10/27/1998
NOTICE OF ALLOWANCE ISSUED

Goods/Services: INCL CL: 9 (U.S. CL: 21, 23, 26, 36, 38)
COMPUTER PROGRAMS FOR USE IN MAKING CRUISE TOUR PACKAGE AIRLINE, LODGING,
TRANSPORTATION AND AUTOMOBILE RESERVATIONS, PROVIDING DETAILED ACCOUNTING FOR
TRAVEL EXPENSES, AND PROVIDING WEATHER, CURRENCY, CRUISE, LODGING, AIRLINE,
TOUR PACKAGE TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL INFORMATION

Serial No.: 75-337324 Filed: 08/07/1997 Published: 08/04/1998
15-337324 08/07/1997 08/04/1998
Add. Info: FILED AS INTENT TO USE

Corresp.: MOLLY BUCK RICHARD
STRASSBURGER & PRICE
801 MAIN ST STE 4300
DALLAS TX 75202

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
2820 N. STEMMONS FREEWAY
DALLAS, TX 75247

Assignments:

Assignee: IMPERIAL BANK (CALIFORNIA CHARTERED BANK)
228 AIRPORT PARKWAY, SAN JOSE, CA 95110
Assignor: XTRA ON-LINE CORPORATION (CORPORATION)
Recorded: 04/10/1998 Assigned: 03/27/1998 Reel/Fr.: 1716/0865
Action: SECURITY AGREEMENT

Trademarks

Case Number:	02728	Country:	CA	Law Code:	
Trademark Name:	POWERTRIP		Canada		
Attorney:	MBR	Case Type:			
Client:	XTRA	XTRA On-Line Corporation	Chart Ref #:	B5299.0101	
Agent:	LAPQ	Lapointe Rosenstein	Agent Ref #:		
Owner:	XTRA On-Line Corp.				

Application No:	860,048	Filing Date:	28-Oct-1997	Status:	Pending
Priority No:	75/337,324	Priority Date:	07-Aug-1997		
Publication No:		Pub. Date:		First Use Date:	
Registration No:		Reg. Date:			
Last Renewal:		Next Renewal:			

Press PGDN for System Calculated Due Dates

Case Number:	02728	Country:	Canada
Trademark Name:	POWERTRIP		
Outstanding Actions Due	Due Date	Indicator	Action Response Taken Sent
Await. Further word from Assoc	06-May-1999	Due Date	<input type="checkbox"/>
CC of U.S. Reg to Assoc.	02-Jul-1999	Reminder	<input type="checkbox"/>
CC of US Reg to Assoc	02-Aug-1999	Final	<input type="checkbox"/>

Classes: 9

Remarks:

Priority Claim: POWERTRIP - US TM Appln. No. 75/337,324, filed 8/7/97 ITU Appln.

Associate is awaiting instructions re: 3/5/99 Office Action response. Please refer to Associate's letter of 11/18/98.

8/2/99 - DLN to file CC of U.S. Registration

Associate letter of 2/5/99 - revised application sent to Canadian Registrar, Awaiting further word from Associate.

Last User:	brna	Date Added:	07-Nov-1997	Date Changed:	26-Mar-1999
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NOTE: DESCRIPTION OF GOODS IDENTICAL TO U.S. APPLN.

6/12

Doc F-33 of Set 93 (MARKED)

POWERTRIP.COM

Status: PENDING - INITIALIZED Date: 11/10/1998

Gds/Svcs: Int'l Cl: 38 (U.S. Cl: 100, 105)
PROVIDING TRAVEL AGENCY SERVICES AND TRAVEL-RELATED INFORMATION OVER COMPUTER NETWORKS AND GLOBAL COMMUNICATION NETWORKS

→ Serial No.: 75-578060 Filed: 10/22/1998
75-575060 10/22/1998

Add. Info.: FILED AS INTENT TO USE.

Corresp.: MOLLY BUCK RICHARD
STRASBURGER & PRICE, L.L.P.
P.O. BOX 38100
DALLAS, TEXAS 75280

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
301 MARKET STREET, 5TH FLOOR
DALLAS, TX 75202

7/12

Doc F-30 of Set 02 (MARKED)

QUICKTRIP

Status: PENDING **Date:** 10/26/1998
NON-FINAL ACTION MAILED

Gds/Svcs: Int'l Cl: 9 (U.S. Cl: 21, 23, 26, 28, 38)
COMPUTER PROGRAMS FOR USE IN MAKING CRUISE, TOUR PACKAGE, AIRLINE, LODGING,
TRANSPORTATION AND AUTOMOBILE RESERVATIONS, PROVIDING DETAILED ACCOUNTING FOR
TRAVEL EXPENSES, AND PROVIDING WEATHER, CURRENCY, CRUISE, LODGING, AIRLINE,
TOUR PACKAGE, TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL
INFORMATION

Serial No.: 75-412859 **Filed:** 12/31/1997
75-412859 12/31/1997
Add. Info.: FILED AS INTENT TO USE

Corresp.: JAMES F STRUTHERS
STRASBURGER & PRICE LLP
4300 NATIONS BANK PLZ
901 MAIN ST
DALLAS TX 75202

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
2820 N. STEMMONS FREEWAY
DALLAS, TX 75247

Assignments:

Assignee: IMPERIAL BANK (CALIFORNIA CHARTERED BANK)
225 AIRPORT PARKWAY, SAN JOSE, CA 95110
Assignor: XTRA ON-LINE CORPORATION (CORPORATION)
Recorded: 04/10/1998 **Assigned:** 03/27/1998 **Reel/Fr.:** 1715/0855
Action: SECURITY AGREEMENT

8/12

Doc F-32 of Set 01 (MARKED)

TIME TO TAKE A POWERTRIP

Status: PENDING - INITIALIZED Date: 08/24/1998

Goods/Services: Int'l Cl: 36 (U.S. Cl: 100, 105) TRAVEL AGENCY SERVICES, NAMELY, PROVIDING CRUISE, TOUR PACKAGE, AIRLINE, AUTOMOBILE AND TRANSPORTATION RESERVATIONS, PROVIDING AIRLINE AND AUTOMOBILE RESERVATIONS, AND TRAVEL INFORMATION ON-LINE AND VIA AN AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK CONCERNING TRAVEL EXPENSES, WEATHER, CURRENCY, CRUISE, LODGING, TOUR PACKAGE, TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL; First Use: 08/01/1998 In Commerce: 08/01/1998

Int'l Cl: 43 (U.S. Cl: 100, 101) HOTEL AND LODGING RESERVATION FOR OTHERS RENDERED ON-LINE AND VIA AN AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK First Use: 08/01/1998 In Commerce: 08/01/1998

Serial No.: 75-55077 Filed: 08/21/1998
75-556077 09/21/1998
Corresp.: MOLLY BUCK RICHARD & JAMES F. STRUTHERS
STRASBURGER & PRICE, LLP
901 MAIN STREET, SUITE 4300
DALLAS, TEXAS 75203

Applicant: XTRA ON-LINE CORPORATION (DE CORP.)
2920 N. STEMMONS FREEWAY
DALLAS, TX 75247

9/12

Doc F-23 of Set 03 (MARKED)

XOL

Status: REGISTERED Date: 10/05/1998

Gda/Spec: Intl Cl: 9 (U.S. Cl: 21, 23, 26, 30, 36)
COMPUTER PROGRAMS FOR USE IN MAKING CRUISE, TOUR PACKAGE, AIRLINE, LODGING,
TRANSPORTATION AND AUTOMOBILE RESERVATIONS, PROVIDING DETAILED ACCOUNTING FOR
TRAVEL EXPENSES, AND PROVIDING WEATHER, CURRENCY, CRUISE, LODGING, AIRLINE,
TOUR PACKAGE, TRANSPORTATION, GUIDE BOOKS, MAPS AND RELATED TRAVEL
INFORMATION
First Use: 01/01/1997 In Commerce: 01/01/1997

Intl Cl: 36 (U.S. Cl: 106, 107)
TRAVEL AGENCY SERVICES, NAMELY, PROVIDING CRUISE, TOUR TRAVEL, AIRLINE,
AUTOMOBILE AND TRANSPORTATION RESERVATIONS, AND TRAVEL INFORMATION ON-LINE
AND VIA AN AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK
First Use: 01/01/1997 In Commerce: 01/01/1997

Intl Cl: 43 (U.S. Cl: 100, 101)
HOTEL AND LODGING RESERVATIONS FOR OTHERS RENDERED ON-LINE AND VIA AN
AUTOMATED COMPUTER SYSTEM AND VIA A GLOBAL COMPUTER NETWORK
First Use: 01/01/1997 In Commerce: 01/01/1997

2,209,593 Registered: 12/08/1998
75-224893 Filed: 01/13/1997 Published: 10/28/1997
75-224593 01/13/1997 10/28/1997
FILED AS INTENT TO USE - ACTUAL USE ALLEGED.

Reg. No.:
Serial No.:
Add. Info.:

Corresp.: MOLLY BUCK RICHARD
STRASSBURGER & PRICE LLP
4300 NATIONALBANK PLZ
801 MAIN ST
DALLAS TX 75202

Registrant: XTRA ON-LINE CORPORATION (DE CORP.)
2020 N. STEMMONS FREEWAY
DALLAS, TX 75247

Assignments:

Assignee: IMPERIAL BANK (CALIFORNIA CHARTERED BANK)
228 AIRPORT PARKWAY, SAN JOSE, CA 95110
Assignor: XTRA ON-LINE CORPORATION (CORPORATION)
Recorded: 04/10/1998 Assigned: 03/27/1998 Recd/Fr.: 1713/0886
Action: SECURITY AGREEMENT

0112

Doc F-1 of Set #4 (MARKED)

XTRA

Status: REGISTERED Date: 03/26/1996

Class: Int'l Cl: 9 (U.S. Cl: 21, 23, 26, 36, 38)
COMPUTER PROGRAMS FOR USE IN MAKING AIRLINE, HOTEL AND AUTOMOBILE RESERVATIONS, PROVIDING DETAILED ACCOUNTING FOR TRAVEL EXPENSES, AND PROVIDING WEATHER, CURRENCY, HOTEL AND RELATED TRAVEL INFORMATION
First Use: 08/1992 In Commerce: 08/1992

Int'l Cl: 39 (U.S. Cl: 100, 105)
TRAVEL AGENCY SERVICES; NAMELY, PROVIDING AIRLINE AND AUTOMOBILE RESERVATIONS; PROVIDING AIRLINE AND AUTOMOBILE RESERVATIONS AND TRAVEL INFORMATION VIA AN AUTOMATED COMPUTER SYSTEM CONCERNING TRAVEL EXPENSES, WEATHER, CURRENCY, LOGGING, AND RELATED TRAVEL TOPICS
First Use: 08/1992 In Commerce: 08/1992

Int'l Cl: 43 (U.S. Cl: 100, 101)
HOTEL RESERVATIONS FOR OTHERS RENDERED VIA AN AUTOMATED COMPUTER SYSTEM
First Use: 08/1992 In Commerce: 08/1992

1,964,390 Registered: 03/26/1996
74-381448 Filed: 01/22/1993 Published: 08/08/1994
74-351446 01/22/1993 08/09/1994

Add. Info.: FILED AS INTENT TO USE - ACTUAL USE ALLEGED. CORRECTED NOVEMBER 6, 1996 - ASSIGNMENT/NAME CHANGE

Corresp.: MOLLY BUCK RICHARD
STRASSBURGER & PRICE, L.L.P.
801 MAIN STREET, SUITE 4100
DALLAS, TX 75202

Registrant: XTS CORPORATION (TX CORP.)
SUITE 200
2920 N. STEMMONS FREEWAY
DALLAS, TX 75247

Assignments:

Assignee: IMPERIAL BANK (CALIFORNIA CHARTERED BANK)
226 AIRPORT PARKWAY, SAN JOSE, CA 95110
Assignor: XTRA ON-LINE CORPORATION (CORPORATION)
Recorded: 04/18/1995 Assigned: 03/27/1996 Reel/Fr.: 1715/0855
Action: SECURITY AGREEMENT

Assignee: XTRA ON-LINE CORPORATION (DE CORP.)
2920 NORTH STEMMONS FREEWAY, DALLAS, TX 75247
Assignor: XTS CORPORATION (DE CORP.)
Recorded: 03/24/1996 Assigned: 03/20/1996 Reel/Fr.: 1710/0778
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: XTS CORPORATION (TX CORP.)
SUITE 200, 2920 N. STEMMONS FREEWAY, DALLAS, TX 75247
Assignor: WORLD BUSINESS TRAVEL INC. (TX CORP.)
Recorded: 01/30/1995 Assigned: 01/24/1995 Reel/Fr.: 1298/0448
Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: WORLD BUSINESS TRAVEL (TX CORP.)

11/12

Assignor: XTS CORPORATION (TX CORP.)
Recorded: 01/27/1993 Assigned: 01/18/1993 Rev/Fr.: 1283/0120
Action: CHANGE OF NAME EFFECTIVE JUNE 16, 1993 (SEE DOCUMENT FOR
DETAILS)

03/26/99 11:18

TX/RX NO. 3201

TRADEMARK

REEL: 002053 FRAME: 0204

12/12

Doc F-2 of Set #4 (MARKED)

XTS

Status: REGISTERED **Date:** 06/22/1994

Class/Specs: Int'l Cl: 38 (U.S. Cl: 100, 105)
TRAVEL AGENCY SERVICES

First Use: 08/14/1993 **In Commerce:** 03/14/1993
 1,842,512 **Dw/28/94**

Reg. No.: 1,842,812 **Registered:** 06/22/1994

Serial No.: 74-351447 **Filed:** 01/22/1993 **Published:** 06/16/1993
 74-351447 **Dw/15/1993**

Add. Info.: FILED AS INTENT TO USE - ACTUAL USE ALLEGED.

Corresp.: MOLLY BUCK RICHARD
 LOCKE PURNELL RAIN HARRELL
 2200 ROSS AVENUE, SUITE 2200
 DALLAS, TX 75201

Registrant: XTS CORPORATION (TX CORP.)
 2020 NORTH STEMMONS FRWY.
 SUITE 200
 DALLAS, TX 75247

Assignments:

Assignee: XTS CORPORATION (TX CORP.)
 SUITE 200, 2020 N. STEMMONS FREEWAY, DALLAS, TX 75247

Assignor: WORLD BUSINESS TRAVEL INC. (TX CORP.)

Recorded: 01/30/1995 **Assigned:** 01/24/1995 **Reel/Fr.:** 1285/0408

Action: ASSIGNS THE ENTIRE INTEREST AND GOODWILL

Assignee: WORLD BUSINESS TRAVEL (TX CORP.)

Assignor: XTS CORPORATION (TX CORP.)

Recorded: 01/27/1995 **Assigned:** 01/18/1995 **Reel/Fr.:** 1283/0120

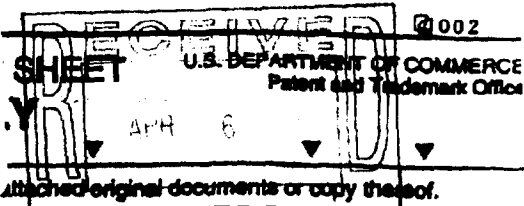
Action: CHANGE OF NAME EFFECTIVE JUNE 18, 1995 (SEE DOCUMENT FOR DETAILS).

FORM PTO-1584 (Rev. 8-93) OMB No. 0981-0011 (exp. 4/94)

08-03-1999



101088728



Attached original documents or copy thereof.

To the Honorable Commissioners

1. Name of conveying party(ies):

XTRA On-Line Corporation

MPD 4-26-99

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/26/99

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPARTMENT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL 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)

08/03/1999 INBUYEN 0000080748

CHECK Refund Total: \$120.00

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: LEGAL DEPARTMENT

COMDISCO, INC.

Street Address: ONE POST ST, SUITE 2675

City: San Francisco State: CA ZIP: 94104

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 360.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

08/03/1999 INBUYEN 00000054 1842512

DO NOT USE THIS SPACE

01 FC:441 40.00 DP 02 FC:442 200.00 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.

NANCY O'CONNOR Name of Person Signing

Nancy O'Connor Signature

4/30/99 Date

Total number of pages including cover sheet, attachments, and document: 19

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

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

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 26 day of March, 1999, by and between XTRA On-Line Corporation (the "Grantor") and Comdisco, Inc., (the "Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated March 26, 1999 (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 priority 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 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 security interests 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 (except as permitted under the Loan Agreement) whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks granted 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 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.

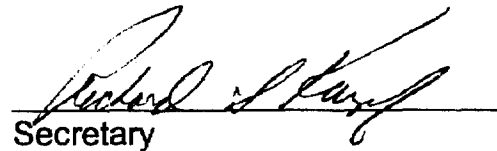
10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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.

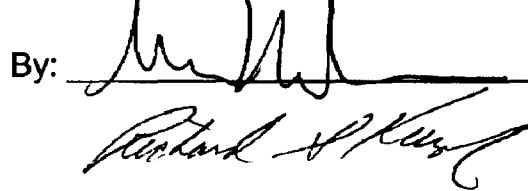
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

ATTEST:

(Corporate Seal)


Secretary

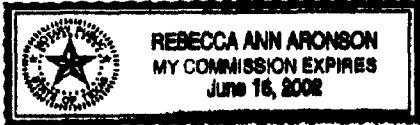
XTRA ON-LINE CORPORATION

By: 

STATE OF Texas)
) SS
COUNTY OF Dallas)

The foregoing Agreement was executed and acknowledged before me this 29th day of March, 1999, by Richard S. Kumpf, personally known to me to be the President of XTRA On-Line, a Delaware corporation, on behalf of such corporation.

(SEAL)



Rebecca Aronson
Notary Public

My commission expires:

June 16, 2002