

12-11-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE TRADEMARK 102308434

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

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

- 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: 12/06/2002

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc.

Internal Address: Attn: Legal Dept.

Street Address: 3687 Mt. Diablo Blvd., #200

City: Lafayette State: CA Zip: 94549

- 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

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

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

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

Name: GATX Ventures, Inc.

Internal Address: Attn: Legal Dept.

Street Address: 3687 Mt. Diablo Blvd., Suite 200

City: Lafayette State: CA Zip: 94549

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$350

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

GATX VENTURES, INC.

Maureen C. Dellinger, In-House Counsel

Name of Person Signing

Maureen C. Dellinger

Signature

December 6, 2002

Date

Total number of pages including cover sheet, attachments, and document: 16

12/12/2002 LMUELLER 00000075 78119906

01 FC:8521 02 FC:8522

40.00 DP 350.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002630 FRAME: 0922

2. Name and address of additional receiving party(ies):

Comdisco Ventures, Inc.
Attn: Legal Dept.
6111 N. River Road
Rosemont, IL 60018

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

TRADEMARKS AND TRADEMARK APPLICATIONS

| Trademark | Registration Number | Registration Date |
|-------------------------------------------|----------------------------|--------------------------|
| 4D Scaling | 78/119,906 | 4/5/02 |
| Adaptive Storage | 78/117,968 | 3/27/02 |
| Aztera | 78/105,316 | 1/28/02 |
| Enterprise Storage Resources Provisioning | 78/119,915 | 4/5/02 |
| Fluid File System | 78/117,969 | 3/27/02 |
| Nextera | 78/099,659 | 12/21/01 |
| Storage Under Control | 76/321,373 | 10/03/01 |
| Vnas | 78/099,646 | 12/21/01 |
| Your Data Demands it | 76/321,374 | 10/3/01 |
| Z & Design | 76/339,904 | 11/19/01 |
| Zambeel | 76/204,808 | 02/01/01 |
| Zambeel | 75/941,493 | 03/10/00 |
| Zambeel & Dark Design | 75/941,492 | 03/10/00 |
| Zambeel & Light Design | 76/204,807 | 02/01/01 |
| Z-Fabric | 76/321,450 | 10/3/01 |

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by ZAMBEEL, INC., a Delaware corporation ("**Debtor**"), in favor of GATX VENTURES, INC. ("**GATX**") and COMDISCO VENTURES, INC., as successor in interest to Comdisco, Inc. ("**Comdisco**"). (GATX and Comdisco are sometimes collectively referred to herein as the "**Secured Parties**.")

A. Pursuant to a Venture Loan and Security Agreement dated as of October 12, 2000 (as amended from time to time in writing, the "**Senior Loan Agreement**") among Debtor and the Secured Parties, the Secured Parties agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Pursuant to a Venture Loan and Security Agreement dated as of January 31, 2001 (as amended from time to time in writing, the "**Junior Loan Agreement**") among Debtor and GATX, GATX agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

C. Pursuant to a Master Lease Agreement dated as of June 19, 2000 (as amended from time to time in writing, the "**Lease Agreement**") between Debtor and Comdisco, Comdisco leased to Debtor certain equipment upon the terms and subject to the conditions set forth therein.

D. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "**Trademarks**").

E. Pursuant to the Senior Loan Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (collectively, the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Senior Loan Agreement). Pursuant to the Junior Loan Agreement, Debtor has granted to GATX a security interest in all right, title and interest of Debtor in and to the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Junior Loan Agreement). Pursuant to the Lease Agreement, Debtor has granted to Comdisco a security interest in all right, title and interest of Debtor in and to the Collateral to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Lease Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations and the Secured Obligations as described in the Recitals hereto.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the

Senior Loan Agreement, the Junior Loan Agreement and the Lease Agreement, as applicable, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Parties' addresses are: GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549
Attention: Legal Department

and:

Comdisco, Inc./Comdisco Ventures, Inc.
6111 N. River Road
Rosemont, IL 60018
Attention: Legal Department

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

ZAMBEEL, INC.

By: R. D. Nisby
Name:
Title:

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS AND TRADEMARK APPLICATIONS

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| Adaptive Storage | 78/117,968 | 3/27/02 |
| Aztera | 78/105,316 | 1/28/02 |
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