

05-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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J.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): StorAd, Inc. S-14-06
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: GATX Ventures, Inc. Internal Address: Suite 200, Legal Department Street Address: 3687 Mount Diablo Blvd. City: Lafayette State: CA Zip: 94549
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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 Reaffirmation and Grant of Security
Execution Date: 04/30/03 Interest Trademarks

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/119,906 78/117,968 B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gem Mil Langit Internal Address: Winston & Strawn Street Address: 101 California Street Suite 3900 City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 16
7. Total fee (37 CFR 3.41): \$ 415.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. Signature: Gem Mil Langit Signature Date: 05/14/06
Total number of pages including cover sheet, attachments, and document: 4

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

05/23/2003 TDIAZ1 00000109 200052 78119906 01 FC:8521 40.00 CH 02 FC:8522 375.00 CH

TRADEMARK REEL: 002739 FRAME: 0585

ATTACHMENT TO TRADEMARK RECORDATION FORM COVER SHEET

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Aztec	78/099,666	12/21/01
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

**REAFFIRMATION AND GRANT OF SECURITY INTEREST  
TRADEMARKS**

THIS REAFFIRMATION AND GRANT OF SECURITY INTEREST, dated as of April 30, 2003, is executed by STORAD, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. ("Secured Party.")

A. Pursuant to a Loan and Security Agreement dated as of April \_\_, 2003 (as amended from time to time in writing, the "Loan Agreement") between Debtor and the Secured Party, the Secured Party agreed to extend certain credit facilities and financial accommodations to Debtor upon the terms and subject to the conditions set forth therein.

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

C. Pursuant to the Loan Agreement, Debtor has reaffirmed and further granted to Secured Party 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 Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby reaffirm and further grant to Secured Party upon the terms of the Loan Agreement, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations as defined in the Loan Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is:

GATX Ventures, Inc.  
1687 Mount Diablo Blvd., Suite 200  
Lafayette, California 94549  
Attention: Legal Department

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

STORAD, INC.

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ST034521.4

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
4D Scaling	78/119,906	4/5/02
Adaptive Storage	78/117,968	3/27/02
Aztec	78/099,666	12/21/01
Aztera	78/105,316	1/28/02
Enterprise Storage Resources Provisioning	78/119,915	4/5/02
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