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| Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) | 5-15-03 | RECORDATION FORM COVER SHEET TRADEMARKS ONLY | U.S. DEPARTMENT OF COMMERCE U.S. 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):

Zambeel, Inc.

- [ ] Individual(s)
- [ ] General Partnership
- [✔] Corporation-State
- [ ] Other _____
- [ ] Association
- [ ] Limited Partnership

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

2. Name and address of receiving party(ies)

Name: StorAd, Inc.

Internal Address:_____

Street Address: 170 Bay Tech Drive

City: San Jose State: CA Zip: 95134

- [ ] 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
- [ ] Security Agreement
- [✔] Other Transfer Statement
- [ ] Merger
- [ ] Change of Name

Execution Date: 04/30/03

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.

Christine E Wilson

Gem Mil Langit
Name of Person Signing

Signature

05/14/06
Date

Total number of pages including cover sheet, attachments, and document: 6

06/16/2003 ECOOPER 00000273 200052 78119906
01 FC:8521 40.00 DA
275.00 DA

TRADEMARK REEL: 002755 FRAME: 0770

ATTACHMENT TO TRADEMARK RECORDATION FORM COVER SHEET

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date
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

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SF:34521.4

PATENT AND TRADEMARK TRANSFER STATEMENT

Effective as of April 30, 2003

THIS TRANSFER STATEMENT ("Transfer Statement") is presented pursuant to the provisions of Section 9-619 of the Uniform Commercial Code, effective in California ("UCC"). As required by the UCC, upon receipt of this Transfer Statement, the United States Patent and Trademark Office shall **(i)** accept the Transfer Statement, and **(ii)** promptly amend it's records to reflect the transfer described herein.

1. Default; Secured Obligations. Zambeel, Inc. ("Debtor"), and Comdisco Ventures, Inc. ("Secured Party") are parties to that certain Master Lease Agreement dated June 19, 2000, including all schedules, addenda, amendments and modifications thereto the ("Lease Agreement"). On December 6, 2002, Debtor and Secured Party entered into that certain Restructuring Agreement (the "Restructuring Agreement"), pursuant to which Secured Party agreed to forbear from exercising certain remedies under the Lease Agreement and Debtor and Secured Party established the terms and conditions of Debtor's repayment to Secured Party of the Outstanding Lease Debt and other Subject Obligations, as defined in the Restructuring Agreement, to Secured Party. Debtor defaulted on its obligations to Secured Party with respect to the Outstanding Lease Debt and the Subject Obligations. As security for the Outstanding Lease Debt and the Subject Obligations, Debtor granted to Secured Party a security interest in all of Debtor's personal property, including among other things, those patents and patent applications (as defined in the Restructuring Agreement) identified on **Exhibit A** and trademarks and trademark applications (as defined in the Restructuring Agreement) identified on **Exhibit B** attached hereto and incorporated herein (collectively, the "Transferred Patents and Trademarks").

2. Exercise of Post-Default Remedies. Secured Party has foreclosed upon the Transferred Patents and Trademarks by selling the Transferred Patents and Trademarks, along with other assets of the Debtor, to StorAd, Inc. ("Transferee") at a public foreclosure sale pursuant to Section 9610 of the California Commercial Code.

3. Transferee's Rights in Transferred Patents and Trademarks. As a result of Secured Party's foreclosure sale, and pursuant to the terms of that certain Foreclosure Sale Agreement dated as of April 30, 2003, Tranferee has acquired all right, title and interest of Debtor in the Transferred Patents and Trademarks.

4. Names; Mailing Addresses. The name and mailing address of Debtor, Secured Party, and Transferee are as follows:

Debtor:

Zambeel, Inc.
45700 Northport Loop East
Fremont, CA 94538

Secured Party:

Comdisco Ventures, Inc.
6111 North River Road
Rosemont, IL 60018

Transferee

StorAd, Inc.
170 Bay Tech Drive
San Jose, CA 95134

    Please be advised that nothing contained herein shall act as a waiver of any of Secured Party's rights under the Master Lease Agreement or the Restructuring Agreement, any documents executed in connection therewith or applicable law, all of which are expressly reserved.

COMDISCO VENTURES, INC.

By: _____

Name: _____Victor Hanna_____

Title: _____Managing Director_____

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SF:59988.3

Patent	Registration Number	Registration Date
Scalable Storage System	09/709,187	11/10/00
Dynamic Server Directory for Distributed Computing System	09/773,059	1/31/01
Storage System Having Partitioned Migratable Metadata	09/659,107	9/11/00
File Storage System Having Separation of Components	09/664,677	9/19/00
Symmetric Shared File Storage System	09/731,418	12/5/00
System and Method for Monitoring the State and Operability of Components in Distributed	10/170,820	6/12/02
Bracket for Staically Securing Multiple Drives	09/731,098	12/05/00
Multi-Protocol Security Mechanism for a Computing System	09/796,390	2/28/01
System and Method for Managing Usage Quotas	09/852,516	5/10/01
Lightweight Logical Checkpointing in a Computing System	09/997,887	11/29/01
System and Method for Managing Software Upgrades in a Distributed Computing System	10/170,881	6/12/02
System and Method for Managing a Distributed Computing System	10/170,880	6/12/02
Scalable Storage System	PCTUS02/18601	6/12/02
Dynamic Server Directory for Distributed Computing System	PCTUS02/18600	6/12/02
Storage System Having Partitioned Migratable Metadata	PCTUS02/18940	6/12/02
File Storage System Having Separation of Components	PCTUS02/18939	6/12/02
Symmetric Shared File Storage System	PCTUS02/18948	6/12/02
Lightweight Logical Checkpointing in a Computing System	PCTUS02/18946	6/12/02

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**TRADEMARK
REEL: 002755 FRAME: 0774**

EXHIBIT "B"
TRANSFERRED 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
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

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TRADEMARK
RECORDED: 05/15/2003   **REEL: 002755 FRAME: 0775**