

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

XtremeSpectrum, Inc.
8133 Leesburg Pike, Suite 700
Vienna, Virginia 22182

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State Delaware
 Other:

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

2. Name and address of receiving party(ies)

Name: **Granite Ventures, LLC**

Internal Address: _____

Street Address: **One Bush Street**

City: **San Francisco** State: **CA** Zip: **94104**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a **limited liability company**

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: **February 28, 2003**

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

A. Trademark Application No.(s)
SEE ATTACHED LIST

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: **Michael Bevilacqua, Esquire**

Internal Address: **Hale and Dorr LLP**

Street Address: **60 State Street**

City: **Boston** State: **Massachusetts** Zip: **02109**

6. Total number of applications and registrations involved: 13


7. Total fee (37 CFR 3.41).....\$ **340.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-0219
 (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.

Michael Bevilacqua, Esquire  **2/28/03**
 Name of Person Signing Signature Date

Hale and Dorr LLP Attorney Reference Number: **114.146.120**
Total number of pages including cover sheet, attachments, and document: 10

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

EXHIBIT C – Trademarks (Published)**XTREMESPECTRUM, INC. PUBLISHED IP**

The following is a list of all of XtremeSpectrum's published trademark intellectual property. The list is divided by type of trademark intellectual property, as follows:

Allowed Trademark Applications: These are U.S. trademark applications that have been allowed by the U.S. Trademark Office, but have not yet been registered as trademarks.

<u>Allowed Trademark Applications</u>			
Case No.	Serial No.	Mark	Class
XSI-TM.001	76/075,422	XTREMESPECTRUM	9
XSI-TM.002	76/075,340	XSI	9
XSI-TM.005	76/075,420	MOORE'S LAW RADIO	9
XSI-TM.006	76/310,008	Logo - X-man with swirl	9
XSI-TM.007	76/310,009	Logo - X-man with swirl	37 & 42
XSI-TM.008	76/320,035	Logo - X-man without swirl	37 & 42
XSI-TM.009	76/320,036	Logo - X-man without swirl	9
XSI-TM.010	76/320,038	Logo – juggling swirl	37 & 42
XSI-TM.011	76/320,037	Logo – juggling swirl	9

EXHIBIT C – Trademarks (Unpublished)

XTREMESPECTRUM, INC. UNPUBLISHED PENDING IP

The following is a list of all of XtremeSpectrum’s current unpublished trademark intellectual property. The list is divided by type of trademark intellectual property, as follows:

Pending Trademark Applications: These are U.S. trademark applications that are currently pending in the U.S. Trademark Office and have been placed before trademark examiners for consideration on their merits.

Pending Foreign Trademark Applications: These are trademark applications that are currently pending in foreign countries

Pending Trademark Applications

Case	Serial No.	Mark	Class
XSI-TM.003	76/075,367	XTREMELAN	9
XSI-TM.004	76/075,421	XTREMEPAN	9
XSI-TM.012	76/384,865	XTREMESPECTRUM	37 & 42
XSI-TM.013	76/384,866	XSI	37 & 42

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 28, 2003 by and between:

Granite Ventures, LLC, a limited liability company, having its principal place of business at One Bush Street, San Francisco, CA 94104, individually and in its capacity as agent for the other Lenders ("Agent"); and

XtremcSpectrum, Inc., a Delaware corporation with a principal place of business located at 8133 Leesburg Pike, Suite 700, Vienna, VA 22182 ("Company").

RECITALS

A. Pursuant to that certain Subordinated and Convertible Secured Note and Warrant Purchase Agreement of even date herewith between Company, Agent and the other parties thereto (as amended and in effect from time to time, the "Credit Agreement"), Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Company in the amounts and manner set forth in the Credit Agreement.

B. In order to induce the Lenders to enter into the Credit Agreement and advance money to Company thereunder, Company has agreed to grant to Agent, individually and in its capacity as agent for the other Lenders, a security interest in certain Copyrights, Patents, and Trademarks to secure the obligations of Company under the Credit Agreement and as specified in that certain Security Agreement of even date herewith between Company, Agent and the other parties thereto (the "Security Agreement").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement and/or the Security Agreement.

D. Pursuant to the terms of the Credit Agreement and Security Agreement, Company has granted to Agent a security interest in all of Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and Security Agreement, Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. The following terms, as used herein, shall have the respective meanings set forth below:

(i) "Copyrights" means all copyrights, whether now existing or hereafter acquired, all registrations thereof, and all applications in connection therewith, including, without limitation, those listed on *Exhibit A* hereto, and all reissues, extensions or renewals thereof.

(ii) "Patents" means all patents and patent applications (including each patent and patent application listed on *Exhibit B* hereto), including without limitation, the inventions and improvements claimed therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

(iii) "Trademarks" means all of the following: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on *Exhibit C* hereto, and all reissues, extensions or renewals thereof.

2. To secure its obligations under the Credit Agreement and Security Agreement, Company grants and pledges to Agent a security interest in all of Company's right, title and interest in, to and under its intellectual property type general intangibles Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on *Exhibits A, B and C*, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license fees and royalties, and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world.

3. This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the Security Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. Company represents and warrants that *Exhibits A, B, and C* attached hereto set forth a complete and correct list of all Copyright, Patent and Trademark rights in which the Company has any right, title or interest on the date hereof, including any and all for which Company has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart offices, as applicable.

5. If the Company shall (a) obtain rights to any new Copyrights, (b) obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Exhibits B or any improvement on any such Patent, or (c) obtain rights to any new Trademarks, the Company shall give to the Agent prompt notice thereof in writing hereof, and shall execute and deliver, and cause to be filed with the Copyright Office or the Patent and Trademark Office, as applicable, a modification of this Agreement amending Exhibits A, B, or C hereto to include such new Copyright, Patent or Trademark thereon. Notwithstanding the foregoing, the Company hereby irrevocably appoints the Secured Party its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Intellectual Property Security Agreement on behalf of the Company amending Exhibits A, B, or C hereto to include such new Copyright, Patent or Trademark

6. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Whenever possible, each provision of this Intellectual Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Credit Agreement and the Security Agreement which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Company with respect to the matters referred to herein and therein.

8. This Intellectual Property Security Agreement and all obligations of Company hereunder shall be binding upon the successors and assigns of Company (including any debtor-in-possession on behalf of any Company) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the security interest granted to Agent, for the benefit of Agent and Lenders, hereunder. Company may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

9. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its law on conflict of laws.

{ Signatures begin on following page }

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


AGENT:

Granite Ventures, LLC
a limited liability company:

By: _____
Printed Name: _____
Title: _____

COMPANY:

XtremeSpectrum, Inc.,
a Delaware Corporation:

By: 
Printed Name: Martin Rohlfert
Title: President and CEO

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AGENT:

Granite Ventures, LLC
a limited liability company:

By: _____

Printed Name: _____

Title: _____

COMPANY:

XtremeSpectrum, Inc.,
a Delaware Corporation:

By: _____

Printed Name: _____

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XSI-TM.013	76/384,866	XSI	37 & 42

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Case No.	Serial No.	Mark	Country	Class
XSI-TM.006-MX	536766	Logo - X-man with swirl	Mexico	9
XSI-TM.007-CA	1133415	Logo - X-man with swirl	Canada	9, 37, & 42
XSI-TM.007-CTM	2608578	Logo - X-man with swirl	Europe	9, 37, & 42
XSI-TM.007-JP	2002-17801	Logo - X-man with swirl	Japan	9, 37, & 42
XSI-TM.007A-MX	536768	Logo - X-man with swirl	Mexico	42
XSI-TM.007B-MX	536767	Logo - X-man with swirl	Mexico	37
XSI-TM.008CA	1133416	Logo - X-man without swirl	Canada	9, 37, & 42
XSI-TM.008CTM	2608552	Logo - X-man without swirl	Europe	9, 37, & 42
XSI-TM.008JP	2002-17800	Logo - X-man without swirl	Japan	9, 37, & 42
XSI-TM.008A-MX	536770	Logo - X-man without swirl	Mexico	42
XSI-TM.008B-MX	536771	Logo - X-man without swirl	Mexico	37
XSI-TM.009-MX	536769	Logo - X-man without swirl	Mexico	9