

703-306-5995

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(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):
Granite Ventures, LLC
One Bush Street
San Francisco, California 94104

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State
 Other: a Delaware limited liability company

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other Termination of Security Agreement: Reel 002611 Frame 871

Execution Date: November 10, 2003

2. Name and address of receiving party(ies)
Name: XtremeSpectrum, Inc.

Internal Address: _____

Street Address: 8133 Leesburg Pike, Suite 700

City: Vienna State: VA Zip: 22182

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

3. 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

4. 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

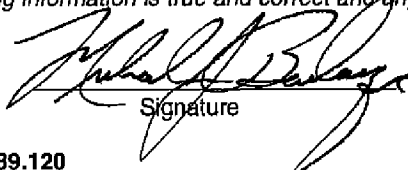
6. Total number of applications and registrations involved: 13

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  November 19, 2003
Name of Person Signing Signature Date

Hale and Dorr LLP Attorney Reference Number: 286.689.120
Total number of pages including cover sheet, attachments, and document: 6

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

Please send Notice to Michael Bevilacqua
vta facsimile to 617-526-5444

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EXHIBIT C – Trademarks

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
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 TERMINATION

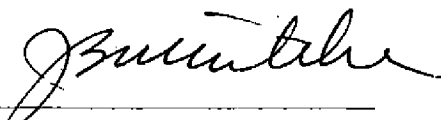
WHEREAS, XtremeSpectrum, Inc., a Delaware corporation, whose address is 8133 Leesburg Pike, Suite 700, Vienna, Virginia 22182 (the "Company"), and Granite Ventures, LLC, a Delaware limited liability company, whose address is One Bush Street, San Francisco, California 94104, individually and in its capacity as agent for the other lenders("Agent"), entered into a certain Intellectual Property Security Agreement (the "Agreement"), dated as of February 28, 2003, which was recorded in the United States Patent and Trademark Office on February 28, 2003 at Reel 013447 and Frame 0515 for published patents, recorded on February 28, 2003 at Reel 013452 and Frame 0732 for unpublished patents and recorded on February 28, 2003 at Reel 002611 and Frame 0871 for trademarks, that by its terms granted Agent a security interest in certain intellectual property listed in Exhibit B (the "Patents"), Exhibit C (the "Trademarks") and all trademark applications, trademark registrations, pending patents and patents acquired or arising after the date of the Agreement; and

WHEREAS, the Company has or has caused to be paid and satisfied in full the obligations for which the security interest in the Intellectual Property was granted.

NOW THEREFORE the parties hereto agree that Agent hereby reassigns to the Company the interest in the Patents and Trademarks in which Agent was granted a security interest under the Intellectual Property Security Agreement. The Agent also hereby releases its security interest in the Patents and Trademarks. The Agent, further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Company, to effectuate this termination.

IN WITNESS WHEREOF the parties hereto by the signature below of its duly authorized representatives agree to be bound by the provisions of this Intellectual Property Termination Agreement as of the date of execution, this 10 day of November, 2003.

GRANITE VENTURES, LLC



Name: _____
Title: **Jackie Berterretche**
Attorney-in-Fact

County of _____)
State of _____)

Then personally appeared the above named _____ and acknowledged the foregoing act to be his/her free act and deed, before me, this _____ day of _____, 2003.

Notary Public

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco } ss.

On 11/10/03, before me, Shannon Brady
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jacqueline Berengetche
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shannon E. Brady
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

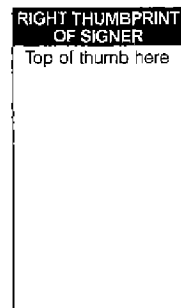
Title or Type of Document: Intellectual Property Security Agreement Termination

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

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

Pending Foreign Trademark Applications

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