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

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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): Sequiam Sports, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

2. Name and address of receiving party(ies)

Name: Laurus Master Fund, Ltd. Internal Address:

Street Address: 825 Third Avenue, 14th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Cayman Island (checked), 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 Grant of Security Interest (checked)

Execution Date: 04/27/2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Schedule 1 to Grant of Security Interest

Additional number(s) attached Yes No

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

Name:

Intern Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: N State: Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Derek Lively Name of Person Signing

Signature

05/06/2004 Date

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

05/11/2004 070M11 00000011 76315067

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

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**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
QUESTprint	76315067	09/20/01	USA

## GRANT OF SECURITY INTEREST

### IN PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of April 27, 2004, is executed by Sequiam Sports, Inc., a Delaware corporation ("Sequiam Sports"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Sequiam Sports, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Sequiam Sports and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide loans to Sequiam Corporation.

B. Sequiam Sports (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. Sequiam Sports wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of Sequiam Sports in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Sequiam Sports does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. Sequiam Sports agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at Sequiam Sports' expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Sequiam Sports hereby appoints the Secured Party as Sequiam Sports' attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. Sequiam Sports acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. Sequiam Sports agrees to execute financing statements or other instruments to the extent required by the Uniform Commercial Code and in executing such other documents or instruments as may be required or deemed necessary by you for purposes of affecting or continuing your security interest in the T&P Collateral.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

SEQUIAM SPORTS, INC.

By: *Mark Mroczkowski*  
Name: *Mark Mroczkowski*  
Title: *Secretary + CFO*

STATE OF FLORIDA )

) ss.:

COUNTY OF ORANGE )

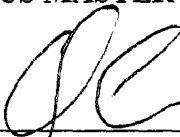
On this 27<sup>th</sup> day of April, 2004, before me personally came MARK MROCKZKOWSKI who, being by me duly sworn, did state as follows: that he is Secretary and Chief Financial Officer of **Sequiam Sports, Inc.** that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

*Heather E Irving*  
Notary Public



Heather E Irving  
My Commission DD197751  
Expires May 04, 2007

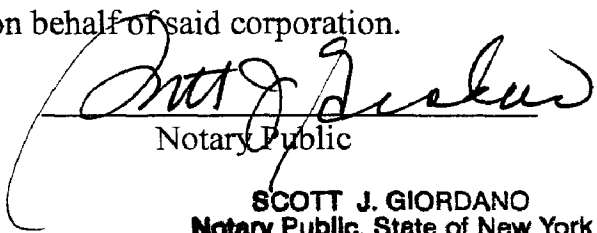
**LAURUS MASTER FUND, LTD.**

By:   
Name: Eugene Grin  
Title: Director

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 3<sup>TH</sup> day of May, 2004, before me personally came Eugene Grin who, being by me duly sworn, did state as follows: that he is Director of Laurus Master Fund, Ltd., and that he is authorized to execute the foregoing Grant on behalf of said corporation.



Notary Public

**SCOTT J. GIORDANO**  
**Notary Public, State of New York**  
**No. 02GI5044900**  
**Qualified in New York County**  
**Commission Expires June 5, 2007**

**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

**PATENTS AND PATENT APPLICATIONS**

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None.			