

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metreo, Inc.		11/19/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	Four Palo Alto Square, 3000 El Camino		
Internal Address:	Real, Suite 200		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76224291	SR3	
Serial Number:	76208519	SUPPLIER INSIGHT	
Registration Number:	2716308	METREO	
Registration Number:	2711912	SR2	
CORRESPONDENCE DATA			
Fax Number:	(847)671-3831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-867-1953		
Email:	sharvey@herculestech.com		
Correspondent Name:	Scott Harvey		
Address Line 1:	Four Palo Alto Square, 3000 El Camino		
Address Line 2:	Real, Suite 200		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Hercules Technology Growth Capital, Inc.		

OP \$115.00 76224291

Signature:	/Scott Harvey/
Date:	01/03/2005
Total Attachments: 4 source=Metreo Trademark doc (2)#page1.tif source=Metreo Trademark doc (2)#page2.tif source=Metreo Trademark doc (2)#page3.tif source=Metreo Trademark doc (2)#page5.tif	

**COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made as of the 19th day of November, 2004, by Metreo, Inc., a Delaware corporation ("Grantor"), for the benefit of Hercules Technology Growth Capital, Inc., a Maryland corporation ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Senior Loan and Security Agreement dated November 19, 2004, and related Promissory Note (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (as set forth in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California is without

regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

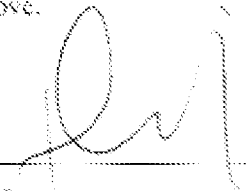
Grantor:

Metreo, Inc.

Signature: _____

Print Name: _____

Title: _____


DWAYNE CHUMLEY
PRESIDENT & CEO

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY METREO, INC. IN FAVOR OF HERCULES TECHNOLOGY GROWTH CAPITAL, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
METREO	05/13/2001	Reg. No. 2716308	Registered
SR2	04/29/2003	Reg. No. 2711912	Registered

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
SR3	03/13/2001	App. No. 76/224291	Pending
SUPPLIER INSIGHT	02/08/2001	App. No. 76/208519	Pending

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number