

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
Vibrant Solutions, Inc.		01/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Columbia Capital Equity Partners III (QP), L.P.
Street Address:	201 N. Union Street
Internal Address:	Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Columbia Capital Equity Partners III (AI) L.P.
Street Address:	201 N. Union Street
Internal Address:	Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	Limited Liability Company: DELAWARE
Name:	Grotech Partners VI, L.P.
Street Address:	9690 Deereco Road
Internal Address:	Suite 800
City:	Timonium
State/Country:	MARYLAND
Postal Code:	21093
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Columbia InformationView Partners, L.L.C.
Street Address:	201 N. Union Street

CH \$65.00 2789260

Internal Address:	Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2789260	VIBRANT SOLUTIONS
Registration Number:	2743441	VIBRANT SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-456-8120
Email: tcarter@cooley.com
Correspondent Name: Tiffany Y. Carter
Address Line 1: 11951 Freedom Drive
Address Line 2: Cooley Godward LLP
Address Line 4: Reston, VIRGINIA 20190

NAME OF SUBMITTER:	Tiffany Y. Carter
Signature:	/s/ Tiffany Y. Carter
Date:	01/26/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 19, 2005 by and among VIBRANT SOLUTIONS, INC., a Delaware corporation, (the "*Grantor*") and the secured parties listed on the signature pages hereof (the "*Secured Parties*").

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Promissory Notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note Purchase Agreement, of even date hereof, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets described in the Security Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, the Purchase Agreement and the Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents, Grantor grants to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits A, B and C** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each

right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

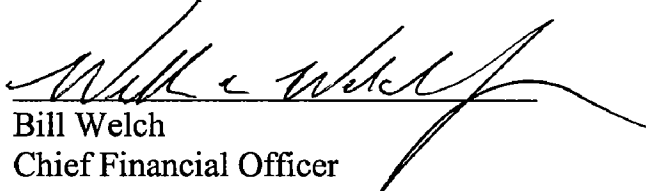
Grantor represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

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

GRANTOR:

VIBRANT SOLUTIONS, INC.

By: 
Bill Welch
Chief Financial Officer

SECURED PARTIES:

**COLUMBIA CAPITAL EQUITY PARTNERS III
(QP), L.P.**

By: **Columbia Capital Equity Partners
III, L.P. its General Partner**

By: _____
Donald A. Doering
Chief Financial Officer

**COLUMBIA INFORMATIONVIEW PARTNERS,
L.L.C.**

By: **Columbia Capital, L.L.C.
Its Manager**

By: _____
Donald A. Doering
Chief Financial Officer

**COLUMBIA CAPITAL EQUITY PARTNERS III
(AI), L.P.**

By: **Columbia Capital Equity Partners
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III, L.P. its General Partner**

By: Donald A. Doering
Donald A. Doering
Chief Financial Officer

**COLUMBIA INFORMATIONVIEW PARTNERS,
L.L.C.**

By: **Columbia Capital, L.L.C.
Its Manager**

By: Donald A. Doering
Donald A. Doering
Chief Financial Officer

**COLUMBIA CAPITAL EQUITY PARTNERS III
(AI), L.P.**

By: **Columbia Capital Equity Partners
III, L.P. its General Partner**

By: Donald A. Doering
Donald A. Doering
Chief Financial Officer

"CREDITORS"

**COLUMBIA CAPITAL EQUITY PARTNERS
III (QP), L.P.**

By: Columbia Capital Equity Partners III, L.P.,
its General Partner

By: Donald A. Dörning
Title:

**COLUMBIA INFORMATION VIEW
PARTNERS, L.L.C.**

By: Columbia Capital, L.L.C., its Manager

By: Donald A. Dörning
Title:

**COLUMBIA CAPITAL EQUITY PARTNERS
III (AI), L.P.**

By: Columbia Capital Equity Partners III, L.P.,
its General Partner

By: Donald A. Dörning
Title:

GROTECH PARTNERS VI, L.P.

By: Grotech Capital Group VI, LLC, its
General Partner

By: _____
Title:

GROTECH PARTNERS VI, L.P

**By: Grotech Capital Group VI, LLC, its
General Partner**

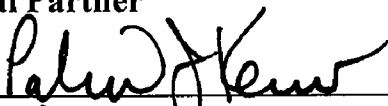
By: 
Name: *Patrick J. Kerins*
Title: *General Partner*

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

None

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Vibrant Solutions (Class 9)	2,789,260	12/2/03
Vibrant Solutions (Class 35, 36, 42)	2,743,441	7/29/03