

09-22-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
as Patent and Trademark Office

RECORD. 102841649
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Quarry Technologies, Inc.

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

Citizenship (see guidelines)

Execution Date(s) August 18, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Horizon Technology Company, LLC

Internal Address:

Street Address: 76 Batterson Park Road

City: Farmington

State: CT

Country: USA Zip: 06032

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship USA
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/396447

B. Trademark Registration No.(s) 2,581,408
2,742,810 2,621,979 2,762,269 2,632,752
2,528,624 2,743,133 2,742,813 2,632,753

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John C. Bombara

Internal Address:

Street Address: 76 Batterson Park Road

City: Farmington

State: CT Zip: 06032

Phone Number: (860) 676-8657

Fax Number: (860) 676-8655

Email Address: jay@horizontechfinance.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: J. C. Bombara

Signature

9/14/04
Date

John C. Bombara
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/21/2004 ECOOPER 00000079 78396447

01 FC:0521 40.00 DP
02 FC:0522

TRADEMARK
REEL: 003048 FRAME: 0976

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 18, 2004, is executed by QUARRY TECHNOLOGIES, INC., a Delaware corporation with an address of 8 New England Park Drive, Burlington, Massachusetts 01803 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 406 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

QUARRY TECHNOLOGIES, INC.

By: _____


Name: Ian Mashiter

Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
FLOW APPLICATIONS STREAMING TECHNOLOGY	Quarry	2,742,810	7/29/03
IQ4000	Quarry	2,528,624	1/8/02
IQ8000	Quarry	1819093 (EU)	12/10/01
IQ8000	Quarry	2,621,979	9/17/02
IQMON	Quarry	2,743,133	7/29/03
IQOS	Quarry	2,762,269	9/9/03
IQSMS	Quarry	2,742,813	7/29/03
QUARRY	Quarry	2,581,408	6/18/02
QUARRY TECHNOLOGIES	Quarry	2,632,752	10/8/02
QUARRY TECHNOLOGIES and Design	Quarry	2081941 (EU)	3/25/02
QUARRY TECHNOLOGIES and Design	Quarry	2,632,753	10/8/02

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
IQSECURE	Quarry	78/396447	4/5/04
QUARRY TECHNOLOGIES	Quarry	1092197 (Canada)	2/9/01
QUARRY TECHNOLOGIES	Quarry	2081875 (EU)	2/9/01
QUARRY TECHNOLOGIES and Design	Quarry	1092196 (Canada)	2/9/01