

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sixnet, LLC		05/31/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc., as Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	76561746	IPM	
Serial Number:	76081580	SITETRAK	
Registration Number:	1304832	SIXNET	
Registration Number:	2006599	SIXTRAK	
Registration Number:	1997635	VERSATRAK	
Registration Number:	2237377	REMOTETRAK	
Registration Number:	2286706	ETHERTRAK	
Registration Number:	2566098	ETHERBUS	
Registration Number:	1507909	IOMUX	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	gdurham@omm.com		
Correspondent Name:	Gina M. Durham, Esq.		

CH \$240.00 76561746

900025686

TRADEMARK
REEL: 003095 FRAME: 0476

Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
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Signature:	/Gina M. Durham/
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Date:	06/01/2005
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Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2005, is between **SIXNET, LLC**, a limited liability company organized under the laws of Delaware and wholly owned by Sixnet Holdings, LLC ("Grantor") and **AMERICAN CAPITAL FINANCIAL SERVICES, INC.**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions and other Persons that from time to time become purchasers (the "Purchasers") under the Note and Equity Purchase Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, the Grantor own the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantor, **SIXNET HOLDINGS, LLC**, a limited liability company organized under the laws of Delaware ("Company" together with Grantor, each an "Issuer" and collectively the "Issuers") have entered into that certain Note and Equity Purchase Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Purchase Agreement"), with the Grantee, as Agent for the benefit of the Purchasers, and the other Purchasers, providing for extensions of credit and other financial accommodations to be made to the Issuers by the Purchasers; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith by and among the Issuers and the Grantee, for the benefit of the Grantee and the Purchasers (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Grantee for the benefit of the Purchasers a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31st day of May, 2005.

GRANTOR:

SIXNET, LLC, a Delaware limited liability company

By: 

Name: Steve Schoenberg

Title: Chief Executive Officer

Acknowledged by the Grantee:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as the Agent

By: _____

Name: Frank Do

Title: Senior Vice President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31st day of May, 2005.


GRANTOR:

SIXNET, LLC, a Delaware limited liability company

By: _____
Name: Steve Schoenberg
Title: Chief Executive Officer



Acknowledged by the Grantee:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as the Agent

By: 
Name: Frank Do
Title: Senior Vice President

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Serial Number	Registration Number	Type	Description	Date of Registration	Owner of Record	Mark
73451498	1304832	WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM	N/A	November 13, 1984	Digitronics Inventioneering Corporation d.b.a. Digitronics Corporatino DELAWARE PO BOX 767 Clifton Park NEW YORK 12065	
74505765	2006599	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	The drawing is lined for the color red.	October 8, 1996	DIGITRONICS INVENTIONEERING CORPORATION NEW YORK Post Office Box 767 Clifton Park NEW YORK 12065	
74637839	1997635	TYPED DRAWING	N/A	August 27, 1996	DIGITRONICS INVENTIONEERING CORPORATION NEW YORK Post Office Box 767 Clifton Park NEW YORK 12065	VERSATRAK
75234765	2237377	TYPED DRAWING	N/A	April 6, 1999	DIGITRONICS INVENTIONEERING CORPORATION DELAWARE Post Office	REMOTETRAK

Trademark Security Agreement

LA1:1072942.2

Serial Number	Registration Number	Type	Description	Date of Registration	Owner of Record	Mark
75476541	2286706	TYPED DRAWING	N/A	October 12, 1999	Box 767 Clifton Park NEW YORK 12065	ETHERTRAK
76081575	2566098	TYPED DRAWING	N/A	April 30, 2002	Digitronics Inventioneering Corporation NEW YORK P.O. Box 767 Clifton Park NEW YORK 12065	ETHERBUS
73690187	1507909	TYPED DRAWING	N/A	October 11, 1988	DIGITRONICS INVENTIONEERING CORPORATION DELAWARE P.O. BOX 767 CLIFTON PARK NEW YORK 12605	IOMUX

FOREIGN TRADEMARK REGISTRATIONS

None.

Trademark Security Agreement

LA1:1072942.2

U.S. TRADEMARK APPLICATIONS

Serial Number	Mark	Description	Filing Date	Applicant
76561746	IPM	STANDARD CHARACTER MARK	November 25, 2003	Digitronics Inventioneering Corporation DELAWARE Box 767 Clifton Park NEW YORK 12065
76081580	SITETRAK	TYPED DRAWING	June 30, 2000	Digitronics Inventioneering Corporation NEW YORK P.O. Box 767 Clifton Park NEW YORK 12065

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Trademark Security Agreement

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