

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
Nexaweb Technologies, Inc.		05/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Masthead Venture Partners Capital, L.P.
Street Address:	55 Cambridge Parkway
Internal Address:	Suite 103
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Egan-Managed Capital II, L.P.
Street Address:	30 Federal Street
Internal Address:	3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	MVP Global, LLC
Street Address:	55 Cambridge Parkway
Internal Address:	Suite 103
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	LTD LIAB JT ST CO:

Name:	Velocity Equity Partners I SBIC, L.P.
Street Address:	121 High Street

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Internal Address:	Suite 400
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2552454	NEXAWEB

CORRESPONDENCE DATA

Fax Number: (617)350-6878
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-350-6800
 Email: trademarks@gesmer.com
 Correspondent Name: Susan M. Mulholland
 Address Line 1: 40 Broad Street
 Address Line 2: Gesmer Updegrove LLP
 Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Susan M. Mulholland
Signature:	/sm mulholland/
Date:	06/02/2005

Total Attachments: 3
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NEXAWEB TECHNOLOGIES, INC.

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Nexaweb Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware ("**Nexaweb**") is the owner of the entire right, title and interest in and to certain trademark applications or registrations, as specified in Schedule A attached hereto and made a part hereof (the "**Trademarks**"); and

WHEREAS, Egan-Managed Capital II, L.P., Masthead Venture Partners Capital, L.P., MVP Global, LLC, Velocity Equity Partners I SBIC, L.P. (collectively, the "**Secured Parties**") have loaned to Nexaweb certain sums pursuant to Promissory Notes and such Secured Parties have been granted a security interest in and to certain assets and properties of Nexaweb, including the Trademarks, pursuant to a Security Agreement dated as of May 27, 2005, by and among Nexaweb and the Secured Parties (the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement Nexaweb has agreed to execute such additional instruments as may be necessary or desirable to confirm said security interest in the assets, including the Trademarks, by the Secured Parties.

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt of which is hereby acknowledged, Nexaweb hereby grants, transfers and sets over to the Secured Parties, a security interest in and to the Trademarks of Nexaweb, and including a security interest in and to the rights to recover damages and other compensation for infringement of the Trademarks and any rights issued in respect thereof.

Nexaweb further covenants that the Secured Parties will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Nexaweb and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to the Secured Parties or its legal representative any and all papers, instruments or affidavits required to further perfect the security interest of the Secured Parties in and to the Trademarks in the United States or in any foreign country.

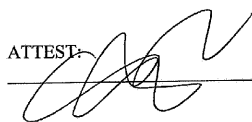
After the delivery of this Assignment, Nexaweb shall upon request of the Secured Parties execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Secured Party's right, title and interest in and to the Trademarks acquired by the Secured Parties hereunder.

**TRADEMARK
REEL: 003095 FRAME: 0675**

IN WITNESS WHEREOF, Nexaweb has caused this instrument to be executed by its duly authorized officer as of the 27th day of May, 2005.

Nexaweb Technologies, Inc.

ATTEST:



By: Lisa P. McAlister
Title: CEO & Treasurer

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
County of Suffolk)

ss.

On this 27th day of May, 2005, being duly sworn personally appears before me, the above named, Lisa Pavelka McAulister, known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be her free act and deed on behalf of and as authorized by

MARIA KEGAKIS

Maria Kegal
Notary Public
My Commission Expires 11/10/2008

TRADEMARK
REEL: 003095 FRAME: 0676

SCHEDULE A

To Grant of Security Interest dated May 27, 2005

Trademark Registration:

NEXAWEB - US Registration No. 2,552,454

RECORDED: 06/02/2005

TRADEMARK
REEL: 003095 FRAME: 0677