

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
Andigilog, Inc.		06/16/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Valley Ventures III, L.P.
Street Address:	80 East Rio Salado Pkwy
Internal Address:	Suite 705
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Mission Ventures Affiliates II, L.P.
Street Address:	11455 El Camino Real
Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Palisades Venutes, L.P.
Street Address:	11766 Wilshire Blvd.
Internal Address:	Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Palisades Qualified Investors, L.P.
Street Address:	11766 Wilshire Blvd.

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Internal Address:	Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Mission Ventures II, L.P.
Street Address:	11455 El Camino Real
Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Palisades Non-Qualified Investors, L.P.
Street Address:	11766 Wilshire Blvd.
Internal Address:	Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2913095	ANDIGILOG
Serial Number:	78362568	SIMISTOR
Registration Number:	2954331	

CORRESPONDENCE DATA

Fax Number: (602)664-2091
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-640-9311
Email: trademarks@omlaw.com
Correspondent Name: Jonathan F. Ariano
Address Line 1: 2929 North Central Avenue
Address Line 2: 21st Floor
Address Line 4: Phoenix, ARIZONA 85012

NAME OF SUBMITTER:	Jonathan F. Ariano
Signature:	/jonathan.f.ariano/

Date:

06/17/2005

Total Attachments: 6

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 16, 2005, is executed by Andigilog, Inc., a Delaware corporation ("Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometime reference to herein as "Secured Parties."

A. Pursuant to a Secured Note and Warrant Purchase Agreement, dated as of June 16, 2005 (the "Purchase Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain secured loans to Debtor upon the terms and subject to the conditions set forth therein. Pursuant to a Security Agreement, dated as of June 16, 2005 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Debtor has secured its Obligations (as defined in the Security Agreement) under the secured promissory notes issued pursuant to the Purchase Agreement.

B. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, 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;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, 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 the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.

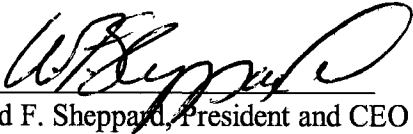
Secured Parties' addresses are set forth on Annex A hereto.

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IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

COMPANY:

Andigilog, Inc., a Delaware corporation

By: 
Willard F. Sheppard, President and CEO

Address: 8380 South Kyrene
Suite 101
Tempe, Arizona 85284
Fax: (480) 940-4255

ANNEX A

Secured Party Name and Notice Address:

Valley Ventures III, L.P.
80 East Rio Salado Pkwy, Suite 705
Tempe, Arizona 85281
Facsimile: (480) 661-6262

Mission Ventures II, L.P.
11455 El Camino Real, Suite 450
San Diego, CA 92130
Facsimile: (858) 259-0112

Mission Ventures Affiliates II, L.P.
11455 El Camino Real, Suite 450
San Diego, CA 92130
Facsimile: (858) 259-0112

Palisades Ventures, L.P.
11766 Wilshire Blvd., Suite 890
Los Angeles, CA 90025
Facsimile: (310) 575-9504

Palisades Qualified Investors, L.P.
11766 Wilshire Blvd., Suite 890
Los Angeles, CA 90025
Facsimile: (310) 575-9504

Palisades Non-Qualified Investors, L.P.
11766 Wilshire Blvd., Suite 890
Los Angeles, CA 90025
Facsimile: (310) 575-9504

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
ANDIGILOG (word)	2913095	12/21/2004
ANDIGILOG (design)	2954331	5/24/2005

939821v5

TRADEMARK
REEL: 003107 FRAME: 0158

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>
SIMISTOR (word)	78362568	2/4/2004

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