

SECOND-LIEN GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Brainstorm Networks, Inc., a California corporation (the "Grantor") with principal offices at 105 Carnegie Center, Princeton NJ 08540, hereby grants to HSBC Bank USA, National Association, as Second-Lien Collateral Agent, with principal offices at 452 Fifth Avenue, New York, New York 10018, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 21, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21st day of December, 2004.

BRAINSTORM NETWORKS, INC., Grantor

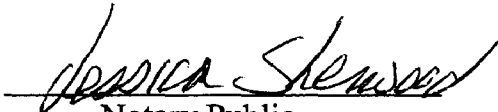
By: 

Name: Patrick T. Hogan

Title: Chief Financial Officer and
Executive Vice President

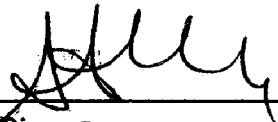
STATE OF New York)
COUNTY OF New York) ss.:

On this 21 day of December, 2004, before me personally came Patrick T. Hogan who, being by me duly sworn, did state as follows: that he is the Executive Vice President and Chief Financial Officer of Brainstorm Networks, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

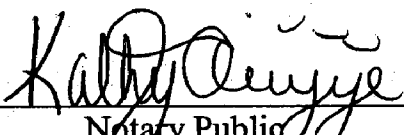
JESSICA SHERWOOD
NOTARY PUBLIC, State of New York
No. 01SH6096014
Qualified in New York County
Commission Expires July 21, 2007

HSBC BANK USA, NATIONAL ASSOCIATION,
as Second-Lien Collateral Agent and Grantee

By: 
Name: _____
Title: **STEPHEN FERRERA**
VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21st day of December, 2004, before me personally came Stephen Ferrera who, being by me duly sworn, did state as follows: that he is Vice President of HSBC Bank USA, National Association, that he is authorized to execute the foregoing Grant on behalf of said national banking association and that he did so by authority of the Board of Directors of said national banking association.



Notary Public
KATHY QUIJJE
NOTARY PUBLIC, State of New York
No. U01QU6069195
Qualified in New York County
Commission Expires Jan. 22, 2008