

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
Laszlo Systems, Inc.		01/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Catalyst Group II, L.P.		
Street Address:	20 University Road		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2863526	LASZLO	
CORRESPONDENCE DATA			
Fax Number:	(415)984-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-984-8873		
Email:	mgursky@omm.com		
Correspondent Name:	Michelle L. Gursky		
Address Line 1:	275 Battery Street		
Address Line 2:	26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	486720-7		
NAME OF SUBMITTER:	Michelle L. Gursky		
Signature:	/Michelle L. Gursky/		
Date:	03/07/2006		

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Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LASZLO SYSTEMS, Inc., a Delaware corporation ("**Company**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Company has entered into a Convertible Promissory Note and Warrant Purchase Agreement dated as of January 18, 2006 (said Convertible Promissory Note and Warrant Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Purchase Agreement**") with the holders named therein (collectively, together with their respective successors and assigns party to the Purchase Agreement from time to time, the "**Holder**s") pursuant to which Holders have agreed to make a certain advance of money to Company in the amount and manner set forth in the Purchase Agreement; and

WHEREAS, pursuant to the terms of an Intellectual Property Security Agreement dated as of January 18, 2006 (said Intellectual Property Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Company and Holders, Company has created in favor of Holders a security interest in, and Holders have become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Company to Holders pursuant to the Security Agreement, Company hereby grants to Holders a security interest in all of Company's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Company now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of the Company connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto (collectively, the "**Trademarks**");

(ii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

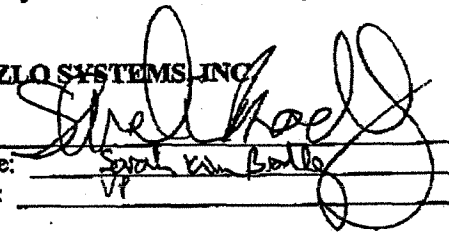
(iii) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above.

Company does hereby further acknowledge and affirm that the rights and remedies of Holders with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, the Company has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23 day of January, 2006.

LASZLO SYSTEMS, INC.

By: 
Name: Sarah Kim Ballou
Title: VP

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

OWNER	TRADEMARK DESCRIPTION	REGISTRATION/SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Laszlo Systems, Inc.	LASZLO	2863526	7/13/2004

SF1:615042.2

A-1

RECORDED: 03/07/2006

**TRADEMARK
REEL: 003261 FRAME: 0839**