

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
HOTBAR.COM, INC.		06/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CORPORATE FUNDING, LLC		
Street Address:	135 East 57th Street		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2551674	HOTBAR	
Registration Number:	2545897	HOTBAR.COM	
Registration Number:	2906285	BRAND YOUR EMAILS	
Serial Number:	76624838	NETOLOGY	
Serial Number:	78513869	DATEZ	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(202) 956-7685		
Email:	CarrierR@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		

OP \$140.00 2551674

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	06/08/2006
<p>Total Attachments: 6 source=tmHOT#page1.tif source=tmHOT#page2.tif source=tmHOT#page3.tif source=tmHOT#page4.tif source=tmHOT#page5.tif source=tmHOT#page6.tif</p>	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated June 6, 2006, is made by Hotbar.com, Inc., a Delaware corporation with principal offices at 357 7th Avenue, 5th Floor, New York, NY 10001 (the "Grantor") in favor of Guggenheim Corporate Funding, LLC, as Collateral Agent, with principal offices at 135 East 57th Street, 23rd Floor, New York, NY 10022, (the "Grantee") for the benefit of the Secured Creditors. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of June 6, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. The Grantor hereby grants to Grantee, for the benefit of the Secured Creditors, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Security Agreement, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States trademarks and service marks, and registrations and applications therefor, set forth on Schedule A attached hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law), together with all common-law rights thereto and the goodwill of the businesses symbolized thereby or associated therewith (the "Marks"), (ii) all rights in the Marks provided by international treaties or conventions, and all other rights associated therewith, (iii)

all rights to sue, recover and retain damages, costs and fees for past, present and future infringement, dilution or other violation of or conflict with (including unfair competition regarding) any of the foregoing, and (iv) all Proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

3. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

4. 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 more fully 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.

5. This Grant shall be construed in accordance with and be governed by the laws of the State of New York.

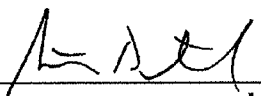
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th
day of June, 2006.

Hotbar.com, Inc., Grantor


By _____
Name:
Title:

Guggenheim Corporate Funding, LLC,
as Collateral Agent and Grantee

By  _____
Name: **Stephen D. Sautel**
Title: **Managing Director**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
____ day of _____, 2006.

Hotbar.com, Inc., Grantor

By 
Name:
Title:

Guggenheim Corporate Funding, LLC,
as Collateral Agent and Grantee

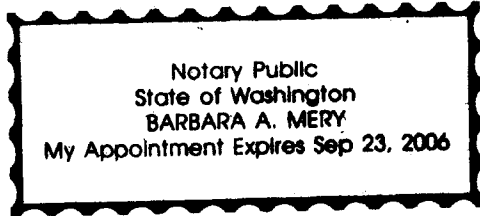
By _____
Name:
Title:

TRADEMARK

REEL: 003324 FRAME: 0262

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 4th day of June, 2006, before me personally came Keith Smith who, being by me duly sworn, did state as follows: that he is President of Hotbar.com, 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.



Barbara A. Mery
Barbara A. Mery
NOTARY PUBLIC in and for the State of Washington
Residing at: Bothell, Washington
My commission expires: 09-23-2006

TRADEMARKS

OWNER	MARK	COUNTRY	REGISTRATION NO. /	STATUS
			APPLICATION NO.	
Hotbar.com, Inc.	HOTBAR	USA	2551674	Registered
Hotbar.com, Inc.	HOTBAR	EU (CTM)	1623263	Registered
Hotbar.com, Inc.	HOTBAR	Japan	4494767	Registered
Hotbar.com, Inc.	HOTBAR	Israel	131703, 131704, 131705, 131706	Registered
Hotbar.com, Inc.	HOTBAR.COM	USA	2545897	Registered
Hotbar.com, Inc.	HOTBAR.COM	Israel	131699, 131700, 131701, 131702	Registered
Hotbar.com, Inc.	NETOLOGY	USA	76/624838	Pending
Hotbar.com, Inc.	DATEZ	USA	78/513869	Pending
Hotbar.com, Inc.	BRAND YOUR EMAILS	USA	2,906,285	Registered