

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Mountain Memory Incorporated		09/25/2006	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Laurus Master Fund, LTD.
Street Address:	825 Third Avenue, 14th. Floor
Internal Address:	c/o Laurus Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2633508	SILICON MOUNTAIN TECHNOLOGIES
Registration Number:	2641163	SILICON MOUNTAIN MEMORY
Registration Number:	2595494	SMMDIRECT
Registration Number:	2473564	RULE THE PLAYGROUND

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8003715768
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

CH \$115.00 2633508

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	09/27/2006

Total Attachments: 10

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REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Silicon Mountain Technologies	2633508	10/8/02	U.S.A.
Silicon Mountain Memory	2641163	10/22/02	U.S.A.
Smmdirect	2595494	7/16/02	U.S.A.
Rule the Playground	2473564	7/31/01	U.S.A.

LAURUS MASTER FUND, LTD.
c/o Laurus Capital Management, LLC
825 Third Avenue, 14th Floor
New York, NY 10022

DOMESTIC REPRESENTATIVE DESIGNATION

Laurus Capital Management, LLC is a Delaware limited liability company and is the designated domestic representative of Laurus Master Fund, Ltd. for purposes of the foregoing trademark recordations. Please note the following name and address of the duly designated domestic representative:

Laurus Capital Management, LLC
825 Third Avenue, 14th Floor
New York, NY 10022
Attn: John E. Tucker, Esq.

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of September 25, 2006, is executed by Silicon Mountain Memory Incorporated, a Colorado corporation (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Security and Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Companies (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Companies have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Companies.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, all renewals, reissues, continuations or extensions of the foregoing; each transferable trademark and patent license regarding which Grantor can grant a security interest, including, without limitation, each trademark and patent license listed on Schedule 1 and Schedule 2 annexed hereto, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents, and all products and proceeds of the foregoing, including, without limitation, any transferable claim by the Grantor against third parties for all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such

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acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. 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.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**SILICON MOUNTAIN MEMORY,
INCORPORATED, as Grantor**

By: 

Rudolph (Tré) A. Cates III
President and Chief Executive Officer

**LAURUS MASTER FUND, LTD, as
Secured Party.**

By: _____

Name: *David Guit*
Title: *Director*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Silicon Mountain Technologies	2633508	10/8/02	U.S.A.
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Rule the Playground	2473564	7/31/01	U.S.A.

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SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
N/A	N/A	N/A	N/A

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STATE OF COLORADO)
) ss.:
COUNTY OF DENVER)

On this 2nd day of September, 2006, before me personally came Rudolph (Tré)

A. Cates III who, being by me duly sworn, did state as follows: that he is the President and Chief Executive Officer of Silicon Mountain Memory, 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.

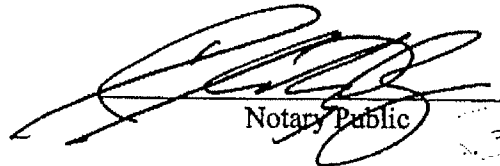
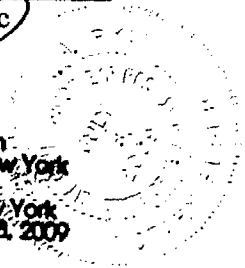
My Commission Expires Sept. 29, 2006


Notary Public

Grant

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

On this 25th day of September, 2006, before me personally came _____
David Guth who, being by me duly sworn, did state as follows: that [s]he is
Director of Laurus Master Fund, Ltd., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.


Notary Public

Christopher A. Ryan
Notary Public State of New York
No 01RY6130781
Qualified in State of New York
Commission Expires July 18, 2009

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