

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
180technologies LLC		06/06/2006	LIMITED LIABILITY COMPANY: NEVADA

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: 9

Property Type	Number	Word Mark
Serial Number:	78448734	180SOLUTIONS
Serial Number:	78448735	180SOLUTIONS
Serial Number:	78448736	180SOLUTIONS
Registration Number:	3069048	METRICSDIRECT
Serial Number:	78727379	YOU'RE GOOD TO GO
Serial Number:	78727380	YOU'RE GOOD TO GO
Registration Number:	3069080	ZANGO
Serial Number:	78338335	ZANGO
Registration Number:	3086768	ZANGO

CORRESPONDENCE DATA

Fax Number: (202)293-6330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 78448734

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

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	10/05/2006

Total Attachments: 7
source=180TechTM#page1.tif
source=180TechTM#page2.tif
source=180TechTM#page3.tif
source=180TechTM#page4.tif
source=180TechTM#page5.tif
source=180TechTM#page6.tif
source=180TechTM#page7.tif

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 180technologies LLC, a Nevada limited liability company with principal offices at 840 Grier Drive, Suite 310, Las Vegas, NV 89119 (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.

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

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

180technologies LLC, Grantor

By 
Name:
Title:

Guggenheim Corporate Funding, LLC,
as Collateral Agent and Grantee

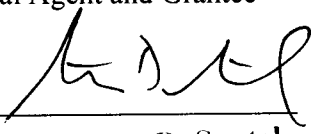
By _____
Name:
Title:

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

180technologies LLC, Grantor

By _____
Name:
Title:

Guggenheim Corporate Funding, LLC,
as Collateral Agent and Grantee

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

TRADEMARKS

OWNER	MARK	COUNTRY	REGISTRATION NO. /	STATUS
			APPLICATION NO.	
180technologies LLC	180SOLUTIONS	Canada	1,242,890	Pending
180technologies LLC	180SOLUTIONS	CTM	4229051	Pending
180technologies LLC	180SOLUTIONS	India	01330699	Pending
180technologies LLC	180SOLUTIONS	Mexico	879512	Registered
180technologies LLC	180SOLUTIONS	Mexico	879511	Registered
180technologies LLC	180SOLUTIONS	Mexico	879510	Registered
180technologies LLC	180SOLUTIONS	Madrid Protocol	A0000447	Pending
180technologies LLC	180SOLUTIONS	US	78/448,734	Pending
180technologies LLC	180SOLUTIONS	US	78/448,735	Pending
180technologies LLC	180SOLUTIONS	US	78/448,736	Pending
180technologies LLC	METRICSDIRECT	Canada	1,215,356	Pending
180technologies LLC	METRICSDIRECT	CTM	3,787,959	Pending
180technologies LLC	METRICSDIRECT	Mexico	848077	Registered
180technologies LLC	METRICSDIRECT	US	3,069,048	Registered
180technologies LLC	YOU'RE GOOD TO GO	US	78/727,379	Pending
180technologies LLC	YOU'RE GOOD TO GO	US	78/727,380	Pending

180technologies LLC	ZANGO	Australia	Awaiting filing particulars	Pending
180technologies LLC	ZANGO	Canada	1,219,356	Pending
180technologies LLC	ZANGO	CTM	3,873,701	Pending
180technologies LLC	ZANGO	Mexico	849124	Registered
180technologies LLC	ZANGO	Mexico	849125	Registered
180technologies LLC	ZANGO	New Zealand	Awaiting filing particulars	Pending
180technologies LLC	ZANGO	US	3,069,080	Registered
180technologies LLC	ZANGO	US	78/338,335	Pending
180technologies LLC	ZANGO (divisional from 78/338,335)	US	3,086,768	Registered