

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THIRD MILLENNIUM COMMUNICATIONS, INC.		04/14/2006	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2792541	ENTERCONNECT	
Registration Number:	2832343	ENTERPULSE	
Registration Number:	2351274	MILLENNIUM SITES	
Registration Number:	2424397	MILLENNIUM EVENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-885-3697		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Anne E. Yates, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Troutman Sanders LLP - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.642		

OP \$115.00 2792541

NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	10/25/2006
<b>Total Attachments: 7</b> source=Third Millennium Communications, Inc. I.P. Security Agreement#page1.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page2.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page3.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page4.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page5.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page6.tif source=Third Millennium Communications, Inc. I.P. Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 14, 2006 by and between SILICON VALLEY BANK ("Bank") and THIRD MILLENNIUM COMMUNICATIONS, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and SBI Enteris, Inc. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

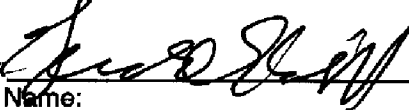
To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity; provided, that, notwithstanding anything in this Intellectual Property Agreement to the contrary, Bank acknowledges and agrees that it shall not exercise any of its rights or remedies hereunder unless and Event of Default has occurred and is continuing. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Pledgor:

THIRD MILLENNIUM COMMUNICATIONS, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bank:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Pledgor:

THIRD MILLENNIUM COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

Bank:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Name:

Title:

Nathan L. Ottinger

Senior Vice President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENTERCONNECT	2792541	December 9, 2003
ENTERPULSE	2832343	April 13, 2004
MILLENNIUM SITES	2351274	May 23, 2000
MILLENNIUM EVENT	2424397	January 30, 2001



EXHIBIT D

Mask Works

NONE