

**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
Zango Technologies LLC		10/31/2006	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 E. 57th St.
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78962800	G
Serial Number:	77018147	G
Serial Number:	78962811	G
Serial Number:	78962821	G
Serial Number:	78974940	ZANGO
Serial Number:	77018146	ZANGO
Serial Number:	78974941	ZANGO
Serial Number:	78974942	ZANGO

**CORRESPONDENCE DATA**

Fax Number: (202)293-6330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202.956.7685  
 Email: carrierr@sullcrom.com

OP \$215.00 78962800

Correspondent Name: Rita M. Carrier  
Address Line 1: 1701 Pennsylvania Avenue, N.W.  
Address Line 2: Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-5805

NAME OF SUBMITTER:	David W. Falk
Signature:	/David W. Falk/
Date:	11/02/2006

**Total Attachments: 5**

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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 October 31, 2006, is made by Zango Technologies LLC, a Nevada limited liability company with principal offices at 3600 136<sup>th</sup> PL SE, Bellevue, WA 98006 (the "Grantor") in favor of Guggenheim Corporate Funding, LLC, as Collateral Agent, with principal offices at 135 East 57<sup>th</sup> Street, 23<sup>rd</sup> 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.

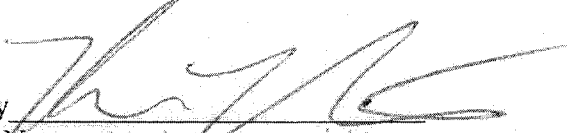
4. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which 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  
31<sup>st</sup> day of Oct, 2006.

Zango Technologies LLC, Grantor

By 

Name: Keith Smith  
Title: Manager

Guggenheim Corporate Funding, LLC,  
as Collateral Agent and Grantee

By 

Name:  
Title: Todd Boehly  
Managing Partner



**Schedule A**  
**Assignment of Security Interest**  
**by Zango Technologies LLC to Guggenheim Corporate Funding, LLC**

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>1A Filing Basis (Date of 1<sup>st</sup> Use)</u>	<u>1B Filing Basis</u>
“g” Design	78/962,800	08/29/2006	None.	None.	Yes. (At least as early as 12-31-2004)	No.
“g” Design	77/018,147	10/10/2006	None.	None.	No.	Yes.
“g” Design	78/962,811	08/29/2006	None.	None.	No.	Yes.
“g” Design	78/962,821	08/29/2006	None.	None.	No.	Yes.
ZANGO	78/974,940	09/14/2006	None.	None.	Yes. (At least as early as 03-30-2004)	No.
ZANGO	77/018,146	10/10/2006	None.	None.	No.	Yes.
ZANGO	78/974,941	09/14/2006	None.	None.	Yes. (At least as early as 03-30-2004)	No.
ZANGO	78/974,942	09/14/2006	None.	None.	No.	Yes.