

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
DataSynapse, Inc.		11/14/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Venture Finance LLC
Street Address:	245 Park Avenue 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78172038	GRIDSERVER
Serial Number:	78354269	GRIDESIGN
Serial Number:	78699185	FABRICSERVER
Serial Number:	78699205	FABRICBROKER
Serial Number:	78699168	GRIDBROKER
Serial Number:	78261022	GRIDCLIENT
Serial Number:	78172836	GUARANTEED DISTRIBUTED COMPUTING
Serial Number:	78308542	ACCELERATING THE SPEED OF BUSINESS
Serial Number:	78172827	LIVESCHEDULER
Serial Number:	76272189	LIVECLUSTER

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555

CH \$265.00 78172038

Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6110805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/07/2006

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 14, 2006 by and between **ORIX Venture Finance LLC** ("ORIX") and **DataSynapse, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated November 14, 2006 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signature page follows]

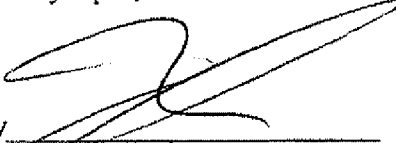
Address of Grantor:

632 BROADWAY
NEW YORK, NY
10012

Address of ORIX:

245 Park Avenue 19th Floor
New York, New York 10167
Attn: Ms. Carol Nicholas

DataSynapse, Inc.


By _____
Title President ~~CEO~~

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Address of Grantor:

DataSynapse, Inc.

By _____
Title _____

Address of ORIX:

245 Park Avenue 19th Floor
New York, New York 10167
Attn: Ms. Carol Nicholas

ORIX Venture Finance LLC

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

<u>Description</u>	<u>Serial/ Registration/ Application Number</u>	<u>Filing/ Registration/ Application Date</u>
GRIDSERVER	78172038	Filed October 8, 2002; Registered July 27, 2004
GRIDESIGN	78354269	Filed January 20, 2004; Registered September 12, 2006
FABRICSERVER	78699185	Filed August 24, 2005
FABRICBROKER	78699205	Filed August 24, 2005
GRIDBROKER	78699168	Filed August 24, 2005
GRIDCLIENT	78261022	Filed June 11, 2003; Registered February 1, 2005
GUARANTEED DISTRIBUTED COMPUTING	78172836	Filed October 10, 2002; Registered November 9, 2004
ACCELERATING THE SPEED OF BUSINESS	78308542	Filed October 2, 2003; Registered October 12, 2004
LIVESCHEDULER	78172827	Filed October 10, 2002
LIVECLUSTER	76272189	Filed June 15, 2001

SCHEDULE B

Patents and Patent Applications

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method, apparatus and articles-of-manufacture for network-based distributed computing	6,757,730	Issued June 29, 2004
Using execution statistics to select tasks for redundant assignment in a distributed computing platform	7,093,004	Issued August 15, 2006
Distributed computing	11/248,381	Filed 10-11-2005
Score-based scheduling of service requests in a grid services computing platform	7,130,891	Issued October 31, 2006
Methods, apparatus and articles-of-manufacture for providing always-live distributed computing	09/711,634	Filed 11-13-2000
Framework for Assessing and Displaying Benefits of Grid-Based Computing Implementations) (regular U.S. utility application based on provisional application no. 60/682,251) (inventors Bernardin, Lee, Bishop	11/436,905	Filed 5-18-2006

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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