

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
NEXVU TECHNOLOGIES, LLC		01/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HILCO FINANCIAL, LLC		
Street Address:	5 REVERE DRIVE		
Internal Address:	SUITE 206		
City:	NORTHBROOK		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3083165	NEXVU TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	334895-00008		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 3083165

Date:

01/22/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 19, 2007, made by NEXVU TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor"), in favor of HILCO FINANCIAL, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Credit Agreement"), by and among Grantor, Grantor's affiliates and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of that General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantor's affiliates and Lender, Grantor has granted to Lender for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Security Agreement);

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments

under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world;

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such; and

(c) all proceeds of all of the foregoing.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is not intended to increase the rights of Lender or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

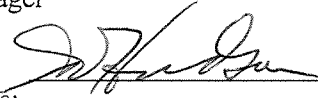
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Signature Page Follows*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEXVU TECHNOLOGIES, LLC, a Delaware limited liability company

By: CAPITAL GROWTH SYSTEMS, INC., a Florida corporation

Its: Manager

By: 
Name: _____
Title: CEO

ACCEPTED AND AGREED TO AS OF JANUARY __, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEXVU TECHNOLOGIES, LLC, a Delaware limited liability

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO AS OF
JANUARY 19, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: 
Name: David Chisholm
Title: CEO

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JANUARY 19, 2007**

TRADEMARKS AND SERVICE MARKS

Mark	Registration Number	Registration Date	Serial Number	Filing Date
NEXVU TECHNOLOGIES	3083165	4/18/2006	76-481376	1/10/2003

TRADEMARK AND SERVICEMARK APPLICATIONS

None.

LICENSE AGREEMENTS

None.

CGSY - Hilco Schedule 1 to Trademark Security Agreement (Nexvu).DOC