

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
iTera, Inc.		10/31/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3096371	ECHO2	
Serial Number:	76643303	ITERA	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301 841-1359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital Strategies, Ltd		
Address Line 1:	2 Bethesda Metro Center, 14th Floor		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		
Signature:	/Brett Hyman/		

OP \$65.00 3096371

900067449

TRADEMARK
REEL: 003466 FRAME: 0337

Date:

01/23/2007

Total Attachments: 6

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This 31st day of October, 2006, TERA, INC., a Utah corporation ("*Debtor*"), with its principal place of business and mailing address at 5215 Wiley Post Way, Suite 500, Salt Lake City, Utah [84116], in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("*ACFS*"), with its mailing address at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814, acting as administrative agent hereunder for the Secured Parties as defined in that certain Security Agreement referred to below (said ACFS acting as such agent and any successor or successors to ACFS acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

The lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement (as defined in the Security Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

iTERA, INC.

By _____
Name: [Signature]
Its: SECRETARY

Accepted and agreed to at Bethesda, Maryland as of the day and year last above written.

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as administrative agent

By _____
Name: _____
Its: _____

[Signature Page to iTera, Inc. Trademark Collateral Agreement]

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

iTERA, INC.

By

Name: _____

Its: _____

Accepted and agreed to at Bethesda, Maryland as of the day and year last above written.

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as administrative agent

By

Name:  _____

Its: Natasha Volynskaya / Branch

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

Mark	Country	Registration Number	Registration Date
ECHO2	USA	3,096,371	5/23/2006

TRADEMARK APPLICATIONS

Mark	Country	Application Number	Filing Date
ITERA	USA	76/643,303	7/21/2005

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.