



01-29-2007

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1 594 (Rev. 07/05)  
OMB Collection 0651 -0027 (exp. 6/30/2008)



103367425

RECORDATION  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1-24-07

**1. Name of conveying party(ies):**

**Blustreak Technology Inc.**  
2323 Bryan Street, Suite 1800  
Dallas, Texas 75201

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation- State: Texas
- Other

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 16, 2007

- Assignment  Merger
- Security Agreement  Change of Name
- Other

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WF Fund III Limited Partnership

Internal Address: \_\_\_\_\_

Street Address: 161 Bay St., Ste. 2520, P.O. Box 225

City: Toronto

State: Ontario

Citizenship: \_\_\_\_\_

Country: Canada Zip: M5J-251

- Association  Citizenship
- General Partnership  Citizenship
- Limited Partnership  Citizenship: Canada
- Corporation Citizenship \_\_\_\_\_
- Other Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/487,577

B. Trademark Registration No.(s)

None

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Schedule I attached to the Security Agreement

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Sheila White, Paralegal

Internal Address: Greenberg Traurig, LLP

Street Address: 2200 Ross Ave., Suite 5200

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-665-3609

Fax Number: 214-665-5909

Email Address: whites@gtlaw.com

9. Signature: [Signature]  
Signature

01/26/2007 D BYRNE 00000018 78487577

Name of Person Signing

40.00 OP  
550.00 VORite

**6. Total number of applications and registrations involved:**

23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$ 590.00

- Authorized to be charged by credit
- Authorized to be charged to deposit
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

January 23, 2007  
Date

Total number of pages including cover sheet, attachments, and document:

8

01/26/2007 D BYRNE

01 FC:8521  
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

THIS TRADEMARK SECURITY AGREEMENT is made as of January 16, 2007 (this "Agreement"), by Bluestreak Technology Inc., a Texas corporation ("Grantor"), in favor of WF Fund III Limited Partnership C/O/B as Wellington Financial LP and Wellington Financial Fund III (herein in such capacity, and together with its successors and assigns, called "Grantee").

WHEREAS, Grantor owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Bluestreak Technologies (Canada) Inc. ("Borrower") and Grantee, as lender have entered into a Credit Agreement dated as of January 11, 2007 (herein, as from time to time amended, supplemented or restated, called the "Credit Agreement"), pursuant to which Grantee has agreed to advance up to an aggregate amount of \$5,500,000;

WHEREAS, it is a condition precedent to Grantee's obligation to advance funds pursuant to the Credit Agreement that Grantor shall execute and deliver to Lender a satisfactory guaranty of Borrower's obligations under the Credit Agreement (the "Guaranty");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), in order to secure its obligations under the Guaranty, Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee 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 now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and

all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

**“Trademark License”** means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

**“Trademarks”** means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any “Event of Default” (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

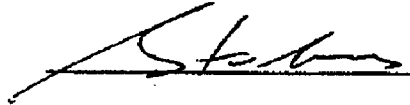
*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has executed and delivered this Trademark Security Agreement as of the date first written above.

Bluestreak Technology Inc.

By:   
Paul Forostowsky, Chief Executive Officer

Witness:

  
\_\_\_\_\_

Signature Page – Trademark Security Agreement

Acknowledged:

WF Fund III Limited Partnership, c/o/b  
as Wellington Financial LP and  
Wellington Financial Fund III

*MAN*

By: GP <sup>WF</sup> <sup>2429565110</sup> WP Fund III Limited, its General Partner *MLR*

By: 2089368 Ontario Limited, its general partner

By: \_\_\_\_\_  
Name: *Norh Mulvan*  
Title: *President & CEO*

Signature Page – Trademark Security Agreement

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
GURU.	78/487,577	9/22/2004

C. Common Law Trademarks/Tradenames

Bluestreak  
Bluestreak Network  
Bluestreak Media  
Bluestreak Technology  
Blue Streak Connect



Machblue  
YourAudio  
NewsWatch  
VNN  
Voice News Network  
Cityline

D. Domain Names

Blstk.com  
Blstk.net  
Bluestreakmedia.com  
Bluestreakmedia.net  
Blstktech.com  
Blstktech.net

Addictiveaudio.com  
Youraudio.net  
Bluestreaknetwork.com  
Bluestreaktech.com

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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None


**DESIGNATION OF DOMESTIC REPRESENTATIVE**

John Grubbs, c/o Greenberg Traurig, LLP, whose postal address is 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201, is hereby designated WF Fund III Limited Partnership's representative upon whom notice of process in this proceeding may be served.

WF Fund III Limited Partnership, c/o/b  
As Wellington Financial LP and  
Wellington Financial Fund III

By: GP WP Fund III Limited,  
its General Partner

By: 2089368 Ontario Limited,  
its General Partner

By:   
Name: Mark McPherson  
Title: President & CEO

Dated as of January 18, 2006



**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

THIS TRADEMARK SECURITY AGREEMENT is made as of January 16, 2007 (this "Agreement"), by Bluestreak Technology Inc., a Texas corporation ("Grantor"), in favor of WF Fund III Limited Partnership C/O/B as Wellington Financial LP and Wellington Financial Fund III (herein in such capacity, and together with its successors and assigns, called "Grantee").

WHEREAS, Grantor owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Bluestreak Technologies (Canada) Inc. ("Borrower") and Grantee, as lender have entered into a Credit Agreement dated as of January 11, 2007 (herein, as from time to time amended, supplemented or restated, called the "Credit Agreement"), pursuant to which Grantee has agreed to advance up to an aggregate amount of \$5,500,000;

WHEREAS, it is a condition precedent to Grantee's obligation to advance funds pursuant to the Credit Agreement that Grantor shall execute and deliver to Lender a satisfactory guaranty of Borrower's obligations under the Credit Agreement (the "Guaranty");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), in order to secure its obligations under the Guaranty, Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee 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 now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and

all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

**“Trademark License”** means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

**“Trademarks”** means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any “Event of Default” (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

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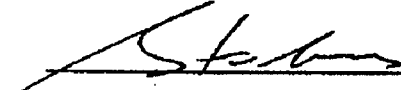
*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has executed and delivered this Trademark Security Agreement as of the date first written above.

Bluestreak Technology Inc.

By:   
Paul Forostowsky, Chief Executive Officer

Witness:

  
\_\_\_\_\_

Signature Page - Trademark Security Agreement

Acknowledged:

WF Fund III Limited Partnership, c/o/b  
as Wellington Financial LP and  
Wellington Financial Fund III

*WF* *24/05/2010* *mlr*  
By: GP WP Fund III Limited, its General Partner

By: 2089368 Ontario Limited, its general partner

*mlr*  
By: \_\_\_\_\_  
Name: *Norh Mulben*  
Title: *President & CEO*

Signature Page - Trademark Security Agreement

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
GURU	78/487,577	9/22/2004

C. Common Law Trademarks/Tradenames

Bluestreak  
Bluestreak Network  
Bluestreak Media  
Bluestreak Technology  
Blue Streak Connect



Machblue  
YourAudio  
NewsWatch  
VNN  
Voice News Network  
Cityline

D. Domain Names

Blstk.com  
Blstk.net  
Bluestreakmedia.com  
Bluestreakmedia.net  
Blstktech.com  
Blstktech.net

Addictiveaudio.com  
Youraudio.net  
Bluestreaknetwork.com  
Bluestreaktech.com

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
None			


**DESIGNATION OF DOMESTIC REPRESENTATIVE**

John Grubbs, c/o Greenberg Traurig, LLP, whose postal address is 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201, is hereby designated WF Fund III Limited Partnership's representative upon whom notice of process in this proceeding may be served.

WF Fund III Limited Partnership, c/o/b  
As Wellington Financial LP and  
Wellington Financial Fund III

By: GP WP Fund III Limited,  
its General Partner

By: 2089368 Ontario Limited,  
its General Partner

By:   
Name: Mark McPhee  
Title: Partner & Co

Dated as of January 18, 2006



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

**Bluestreak Technology Inc.**  
2323 Bryan Street, Suite 1800  
Dallas, Texas 75201

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Texas
- Other

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) January 16, 2007

- Assignment                               Merger
- Security Agreement       Change of Name
- Other

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WF Fund III Limited Partnership

Internal

Address: \_\_\_\_\_

Street Address: 161 Bay St., Ste. 2520, P.O. Box 225

City: Toronto

State: Ontario

Citizenship: \_\_\_\_\_

Country: Canada Zip: M5J-251

- Association                       Citizenship
- General Partnership               Citizenship
- Limited Partnership              Citizenship: Canada
- Corporation Citizenship \_\_\_\_\_
- Other Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/487,577

B. Trademark Registration No.(s)

None

Additional sheet(s) attached?  Yes  No

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See Schedule I attached to the Security Agreement

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Sheila White, Paralegal

Internal Address: Greenberg Traurig, LLP

Street Address: 2200 Ross Ave., Suite 5200

City: Dallas

State: Texas                              Zip: 75201

Phone Number: 214-665-3609

Fax Number: 214-665-5909

Email Address: whites@gtlaw.com

9. Signature: *Sheila White*  
Signature

Sheila White  
Name of Person Signing

**6. Total number of applications and registrations involved:**

23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$ 590.00

- Authorized to be charged by credit
- Authorized to be charged to deposit
- Enclosed

**8. Payment Information:**

a. Credit Card                      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

\_\_\_\_\_  
Date January 23, 2007

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450