

03-19-2007



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To the Director of the U. S. Pat.

103384586

ed documents or the new address(es) below.

3.6.07

1. Name of conveying party(ies):

BRIX NETWORKS, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 9, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HORIZON TECHNOLOGY FUNDING COMPANY LLC

Internal _____

Address: _____

Street Address: 76 Batterson Park Road

City: Farmington

State: CT

Country: U.S.A.

Zip: 06032

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)
78/673823

B. Trademark Registration No.(s)
2689743 2958889 2676097 2694465 2920996 2920997 2676098 2676100 2825433

Additional sheet(s) attached? Yes No

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

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

Name: John C. Bombara

Internal Address: Horizon Technology Finance, LLC

Street Address: 76 Batterson Park Road

City: Farmington

State: CT

Zip: 06032

Phone Number: 860-676-8657

Fax Number: 860-676-8655

Email Address: jay@horizontechfinance.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 385.00

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

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

03/16/2007 D BYRNE 00000060 78673823

Signature

March 9, 2007

Date

40.00 DP John C. Bombara
225.00 DP
Name of Person Signing

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

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

Refund Ref: 03/16/2007 D BYRNE 0000156317

CHECK Refund Total: \$120.00

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of ~~February~~ ^{March} 8, 2007, is executed by BRIX NETWORKS, INC., a Delaware corporation with an address of 285 Mill Road, Chelmsford, MA 01824 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

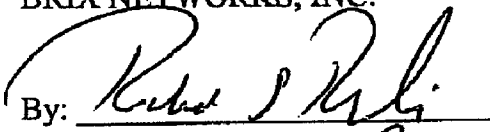
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

BRIX NETWORKS, INC.

By: 
Name: Richard S Rigo
Title: CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
BRIX	Brix Networks, Inc.	2689743	2/25/2003
BRIXNET	Brix Networks, Inc.	2958889	6/7/2005
BRIX NETWORKS	Brix Networks, Inc.	2676097	1/21/2003
BRIX NETWORKS AND DESIGN	Brix Networks, Inc.	2694465	3/11/2003
BRIX 100	Brix Networks, Inc.	2920996	1/25/2005
BRIX 1000	Brix Networks, Inc.	2920997	1/25/2005
BUILT WITH BRIX	Brix Networks, Inc.	2676098	1/21/2003
BRIXWORX	Brix Networks, Inc.	2676100	1/21/2003
BRIX	Brix Networks, Inc.	2825433	3/23/2004

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
BRIXCARE	Brix Networks, Inc.	78/673823	7/19/2005