

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Affidavit regarding loan default and transfer of Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/15/2007	Chartered Bank: CALIFORNIA
Gold Hill Venture Lending 03, L.P.		03/15/2007	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	GulfStream Media Corporation
Street Address:	99 Hayden Avenue
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	75654464	WEBPUMP
Serial Number:	76197495	STARBAK COMMUNICATIONS, INC.
Serial Number:	76271121	STREAMING THE INTERNET
Serial Number:	76271199	STREAMING THE INTERNET
Serial Number:	76352891	IMPROVING THE ECONOMICS OF STREAMING DELIVERY
Serial Number:	76353069	BUILT FOR STREAMING
Serial Number:	76434156	SDA
Registration Number:	2682400	C TORRENT CE
Registration Number:	2711300	VSM
Registration Number:	2598935	VIVIDON
Registration Number:	2602768	STREAMING THE INTERNET
Registration Number:	2606864	TORRENT
Registration Number:	2641825	T TORRENT

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Registration Number:	2671163	STARBAK
Registration Number:	2671164	STARBAK COMMUNICATIONS, INC.
Registration Number:	2706792	STARBAK COMMUNICATONS INC.
Registration Number:	2723113	TORRENT CE

CORRESPONDENCE DATA

Fax Number: (617)526-5000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-526-6448

Email: huelinh.tran@wilmerhale.com

Correspondent Name: Michael J. Bevilacqua, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2200.541.120
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	05/31/2007

Total Attachments: 5

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AFFIDAVIT OF SHAWN GOOZMAN

Shawn Goozman makes oath and swears as follows:

1. I am the Senior Vice President of Silicon Valley Bank, a California chartered bank, ("SVB") whose mailing address is One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02110, and I am authorized to act on behalf of SVB.

2. Pursuant to a certain Loan and Security Agreement dated as of December 12, 2003, by and between SVB and Starbak Communications, Inc., a Delaware corporation whose mailing address is 29 Sawyer Road, Waltham, Massachusetts (the "Debtor"), as amended to date (the "December 2003 Agreement"), the Debtor granted SVB a continuing security interest in all the assets of the Debtor, as defined in the December 2003 Agreement (the "December 2003 Agreement Collateral").

3. Pursuant to a certain Term Loan Agreement and Security Agreement dated as of May 17, 2005, by and among the Debtor and SVB, as Agent, and other Lenders, including without limitation SVB and Gold Hill Venture Lending 03, L.P. ("Gold Hill"), as amended to date (the "May 2005 Agreement")(the December 2003 Agreement and the May 2005 Agreement collectively, the "Loan Agreements"), the Debtor granted SVB, as Agent, for the benefit of the Lenders, and each Lender a continuing security interest in all the assets of the Debtor, as defined in the May 2005 Agreement (the "May 2005 Agreement Collateral").

4. Pursuant to a certain Intellectual Property Security Agreement dated as of August 18, 2006, by and between the Debtor and SVB and a certain Intellectual Property Security Agreement dated as of August 18, 2006 by and among the Debtor, SVB, as Agent, and other Lenders, including without limitation SVB and Gold Hill (collectively, the "IP Security Agreements")(the IP Security Agreements and the Loan Agreements collectively, the "Agreements"), the Debtor granted SVB for itself and as Agent for the Other Lenders a security

interest in all of Debtor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (the "IP Collateral") (the IP Collateral, the December 2003 Agreement Collateral, and the May 2005 Agreement Collateral collectively, the "Collateral") as described in the IP Security Agreements, as collateral security for the payment and performance of all the Debtor's present or future indebtedness, obligations and liability to SVB and the other Lenders.

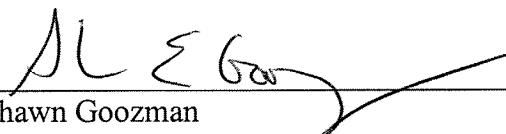
5. Pursuant to the Agreements, the Debtor has defaulted in connection with one or more obligations secured by the Collateral.

6. SVB, for itself and as Agent on behalf of the other Lenders, has exercised its post-default remedies pursuant to the Uniform Commercial Code of the Commonwealth of Massachusetts with respect to the Collateral including, without limitation, conducting a private disposition of all IP Collateral, including but not limited to the patents and trademarks described in Exhibit A, attached hereto.

7. By reason of the private disposition, GulfStream Media Corporation, a Delaware corporation whose mailing address is 99 Hayden Avenue, Lexington, Massachusetts, 02421 (the "Transferee"), has acquired all rights of the Debtor in the IP Collateral, including but not limited to the patents and trademarks described in Exhibit A.

8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: March 15, 2007


Shawn Gozman

COMMONWEALTH OF VIRGINIA

COUNTY OF Stafford ss:

On this 15th day of March 2007, before me, the undersigned notary public, personally appeared SHAWN GOODMAN approved to me through satisfactory evidence of identification, which was DRIVERS LIC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Julia A. Cross
Notary Public, State of Virginia
My Commission Expires: 10/31/10

Property Transferred to GulfStream Media Corporation

Patents

Patent No./Application No.	Security Interest Recorded (Reel/Frame)
US20020059371	018194/0182 and subsequently 018207/0963 to correct error 018194/0667
US20020126201	018194/0182 and subsequently 018194/0963 to correct error 018194/0667
US20020176418	018194/0182 and subsequently 018194/0963 to correct name of Assignor 018194/0667
US20020161911	018194/0182 and subsequently 018194/0963 to correct error 018194/0667
US20020169926	018194/0182 and subsequently 018194/0963 to correct error 018194/0667
US20020178330	018194/0182 and subsequently 018194/0963 to correct name of Assignor 018194/0667
US20050283813	018194/0182 and subsequently 018194/0963 to correct error 018194/0667
US20060282542	018554/0729 018554/0751
7,043,528	018194/0182 and subsequently 018194/0963 to correct name of Assignor 018194/0667

Trademarks

Serial No./Registration No.	Security Interest Recorded (Reel/Frame)
75/654464	3381/0488 3383/0592
76/197495	3381/0488 3383/0592
76/271121	3381/0488 3383/0592
76/271199	3381/0488 3383/0592
76/352891	3381/0488 3383/0592
76/353069	3381/0488 3383/0592
76/434156	3381/0488 3383/0592
2682400	2769/0289 3381/0488 3383/0592

2711300	2769/0289
	3381/0488
	3383/0592
2598935	2769/0289
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2602768	2769/0289
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2606864	2769/0289
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	3383/0592
2641825	2769/0289
	3381/0488
	3383/0592
2671163	2769/0289
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	3383/0592
2671164	2769/0289
	3381/0488
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2706792	2769/0289
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2723113	2769/0289
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	3383/0592

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