

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portero, Inc.		08/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New Stream Commercial Finance, LLC		
Street Address:	38C Grove Street		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78496836	PORTERO	
CORRESPONDENCE DATA			
Fax Number:	(917)368-7136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-905-3662		
Email:	mfarinas@oshr.com		
Correspondent Name:	Mercedes Farinas		
Address Line 1:	230 Park Avenue		
Address Line 2:	Otterbourg, Steindler, Houston & Rosen		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:		Mercedes Farinas	
Signature:		/Mercedes Farinas/	
Date:		11/20/2007	

OP \$40.00 78496836

Total Attachments: 5

900092401

**TRADEMARK
 REEL: 003664 FRAME: 0784**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated as of August 27, 2007, is by and between PORTERO, INC., a Delaware corporation ("Grantor"), and NEW STREAM COMMERCIAL FINANCE, LLC, a Delaware limited liability company ("Secured Party").

WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor, certain affiliates thereof, and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Grantor, certain affiliates of Grantor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Grantor pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right,

title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

PORTERO, INC.
 By: _____
 Name: MICHAEL SHELTON
 Title: CEO

~~STATE OF NEW YORK~~ ^(Montana))
) ss.:
 COUNTY OF Flathead)

On the 23 day of August, 2007, before me personally came Michael Sheldon, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CEO of PORTERO, INC., the Delaware corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



JOY PAGE
 NOTARY PUBLIC-MONTANA
 Residing at Bigfork, Montana
 My Comm. Expires June 14, 2011

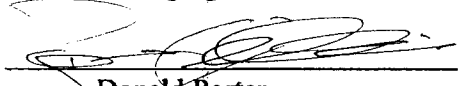
Joy Page
 Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

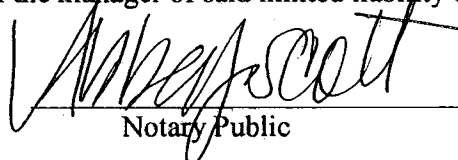
NEW STREAM COMMERCIAL FINANCE, LLC
By Its Manager New Stream Capital, LLC

By: 
Name: David Bryson
Title: Managing Partner

By:  F.O.D.P.
Name: Donald Porter
Title: Managing Partner

STATE OF Connecticut)
) ss.: Ridgefield
COUNTY OF Fairfield)

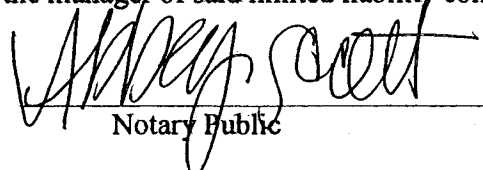
On the 24th day of August, 2007, before me personally came David Bryson, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Managing Partner of New Stream Capital, LLC, the duly authorized manager of NEW STREAM COMMERCIAL FINANCE, LLC, the Delaware limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the manager of said limited liability company.


Notary Public

STATE OF Connecticut)
) ss.: Ridgefield
COUNTY OF Fairfield)

ABBEY SCOTT
NOTARY PUBLIC
STATE OF CONNECTICUT
COMMISSION EXPIRES JULY 31, 2011

On the 24th day of August, 2007, before me personally came Donald Porter, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the Managing Partner of New Stream Capital, LLC, the duly authorized manager of NEW STREAM COMMERCIAL FINANCE, LLC, the Delaware limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the manager of said limited liability company.


Notary Public

Portero Trademark Security Agreement

ABBEY SCOTT
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES JULY 31, 2011

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS
(with Application/Registration numbers, as applicable)

Trademark	Registration Number	Registration Date
NONE		

TRADEMARK APPLICATIONS

Trademark Application	Application/Serial Number	Application Date
PORTERO	78/496,836	October 8, 2004