

**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
Intrinsity, Inc.		12/06/2007	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Patent Sky LLC
Street Address:	485 Madison Avenue, 23rd Floor
Internal Address:	c/o Altitude Capital Partners, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	75895354	INTRINSITY
Serial Number:	78007731	INTRINSITY
Serial Number:	78007760	INTRINSITY
Serial Number:	78007766	IN
Serial Number:	78032605	IN
Serial Number:	78065636	NDL
Serial Number:	78065724	FAST14
Serial Number:	78114059	FASTMATH
Serial Number:	78114358	ADAPTIVE SIGNAL PROCESSOR
Serial Number:	78119352	ION RING
Serial Number:	78252134	FASTMATH-LP
Serial Number:	78465981	BUILD14
Serial Number:	78466651	FINISH14

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Serial Number:	78466678	PLAN14
Serial Number:	78466709	SIM14
Serial Number:	78933918	FASTCORE
Serial Number:	78934524	FASTWARE
Serial Number:	77186252	FASTRAM

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000

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

Phone: 212.715.9406

Email: KLtrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 2: c/o Michael Maoz

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	59286/35
NAME OF SUBMITTER:	Michael Maoz, Esq.
Signature:	/MM/
Date:	12/20/2007

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of December 6, 2007 is made by Intrinsity Inc., a Texas corporation (the "Grantor"), in favor of Patent Sky LLC, a Delaware limited liability company (the "Secured Creditor").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of December 6, 2007 by and between Grantor and Secured Creditor ("Securities Purchase Agreement"), Secured Creditor agreed to purchase a Note from Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Securities Purchase Agreement, Grantor and Secured Creditor entered into that certain Security Agreement dated as of December 6, 2007 ("Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to Secured Creditor a continuing first priority security interest in all Intellectual Property, including but not limited to the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Creditor to enter the Securities Purchase Agreement and purchase the Note, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Securities Purchase Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing first priority security interest in the Trademarks (including, without limitation, (a) those items listed on Schedule A hereto; and (b) all goodwill of the business associated with the Trademarks), now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or any time in the future may acquire any right, title, or interest in or to, and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing, including but not limited to (i) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future misappropriation, infringement and other violations related thereto, and (ii) right to sue for past, present and future misappropriations, infringements and other violations related thereto, to the Secured Creditor to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Creditor in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Creditor with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Securities Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

INTRINSITY INC.

By: \_\_\_\_\_  
Name: Robert Russo  
Title: President and Chief Executive Officer

SECURED CREDITOR:

PATENT SKY LLC

By: Altitude Capital Partners, LLC,  
its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Creditor in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.


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GRANTOR:

INTRINSITY INC.

By:   
Name: Robert Russo  
Title: President and Chief Executive Officer

SECURED CREDITOR:

PATENT SKY LLC


By: Altitude Capital Partners, LLC,  
its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

STATE OF TEXAS     )  
                                  ) ss  
COUNTY OF TRAVIS )



On the 4th day of December, 2007, before me personally came Robert Russo who is personally known to me to be the President and Chief Executive Officer of Intrinsity Inc., a Texas corporation; who, being duly sworn, did depose and say that he is the President and Chief Executive Officer in such Texas corporation, the Texas corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such Texas corporation; and that he acknowledged said instrument to be the free act and deed of said Texas corporation.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 5<sup>th</sup> day of December, 2007, before me personally came Robert Kramer, who is personally known to me to be the managing member of Altitude Capital Partners; who, being duly sworn, did depose and say that she/he is the managing member in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such LLC; and that she/he acknowledged said instrument to be the free act and deed of said Altitude Capital corporation.

ALLAN ANDRZEJCZAK  
Notary Public, State of New York  
No. 01DR6060163  
Qualified in Kings County  
Commission Expires 6/16/2011

(PLACE STAMP AND SEAL ABOVE)

# TRADEMARKS - Page 1

FILE NO	TITLE	SERIAL NO	STATUS	REGISTRATION NO	COUNTRY
31876-0220	INTRINSITY	75685,384	Registered	2,789,500	United States of America
31876-0225	INTRINSITY	78037,753	Registered	2,728,084	United States of America
31876-0226	INTRINSITY	78037,760	Registered	2,749,587	United States of America
31876-0227	INTRINSITY	78037,768	Registered	2,801,275	United States of America
31876-0228	IN	78032,605	Registered	2,832,962	United States of America
31876-0246	NO	78055,636	Registered	2,795,110	United States of America
31876-0281	FAST14	78065,724	Registered	2,738,868	United States of America
31876-0288	FASTMATH	78114,059	Registered	2,780,706	United States of America
31876-0289	ADAPTIVE SIGNAL PROCESSOR	78114,368	Registered	2,708,215	United States of America
31876-0270	FASTMATH	78037,753	Registered	2,749,587	United States of America
31876-0278	FASTMATH-HP	78252,134	Registered	2,906,315	United States of America

Total number of records: 11

Nov-26-2007



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FILE NO	TITLE	SERIAL NO	STATUS	REGISTRATION NO	COUNTRY
31878-0283	BUILD14	78/485,861	Allowed		United States of America
31878-0284	FINISH14	78/485,851	Allowed		United States of America
31878-0285	PLAN14	78/485,678	Allowed		United States of America
31878-0286	SIM14	78/485,705	Allowed		United States of America
31878-0288	FASTCORE	78/933,918	Allowed		United States of America
31878-0289	FASTVARE	77/180,252	Published		United States of America
31878-0291	FASTRAM	77/180,252	Published		United States of America

Total number of records: 7