

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
Andigilog, Inc.		03/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Valley Ventures III, L.P.
Street Address:	80 East Rio Salado Parkway
Internal Address:	Suite 705
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED PARTNERSHIP:

Name:	Valley Ventures III Annex, L.P.
Street Address:	80 East Rio Salado Parkway
Internal Address:	Suite 705
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED PARTNERSHIP:

Name:	Mission Ventures II, L.P.
Street Address:	11455 El Camino Real
Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP:

Name:	Mission Ventures Affiliates II, L.P.
Street Address:	11455 El Camino Real

OP \$90.00 2913095

Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP:

Name:	Inlign CP IV, LLC
Street Address:	2355 East Camelback Rd.
Internal Address:	Suite 750
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Dines Trust, dated 12/99
Street Address:	12634 Miller Avenue
City:	Saratoga
State/Country:	CALIFORNIA
Postal Code:	95070
Entity Type:	TRUST:

Name:	Mark Gordon
Street Address:	18 W. Myrna Lane
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85284
Entity Type:	INDIVIDUAL:

Name:	Alex Bonham
Street Address:	6513 East Vernon Ave.
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85257
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2913095	ANDIGILOG
Registration Number:	2954331	

Registration Number:

3059509

SIMISTOR

CORRESPONDENCE DATA

Fax Number: (602)664-2091

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

Phone: (602) 640-9311

Email: trademarks@omlaw.com

Correspondent Name: Jonathan F. Ariano; c/o Osborn Maledon

Address Line 1: 2929 North Central Avenue

Address Line 2: 21st Floor

Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:

12741.3

NAME OF SUBMITTER:

Jonathan F. Ariano

Signature:

/s/jonathan.f.ariano

Date:

03/18/2008

Total Attachments: 6

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 4, 2008, is executed by Andigilog, Inc., a Delaware corporation ("Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometime reference to herein as "Secured Parties."

A. Pursuant to a Secured Note Purchase Agreement, dated as of March 4, 2008 (the "Purchase Agreement"), among Debtor and Secured Parties, Secured Parties have agreed to extend certain secured loans to Debtor upon the terms and subject to the conditions set forth therein. Pursuant to a Security Agreement, dated as of March 4, 2008 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Debtor has secured its Obligations (as defined in the Security Agreement) under the secured promissory notes issued pursuant to the Purchase Agreement.

B. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, 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;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, 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 the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.

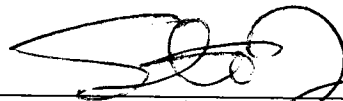
Secured Parties' addresses are set forth on Annex A hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

COMPANY:

Andigilog, Inc., a Delaware corporation

By: 
Steve Dines, President and CEO

Address: 8380 South Kyrene
Suite 101
Tempe, Arizona 85284
Fax: (480) 940-4255

ANNEX A

Secured Party Name and Notice Address:

Name, Address and Telephone Number
Valley Ventures III, L.P. 80 East Rio Salado Pkwy, Suite 705 Tempe, Arizona 85281 Facsimile: (480) 661-6262
Valley Ventures III Annex, L.P. 80 East Rio Salado Pkwy, Suite 705 Tempe, Arizona 85281 Facsimile: (480) 661-6262
Mission Ventures II, L.P. 11455 El Camino Real, Suite 450 San Diego, CA 92130 Facsimile: (858) 259-0112
Mission Ventures Affiliates II, L.P. 11455 El Camino Real, Suite 450 San Diego, CA 92130 Facsimile: (858) 259-0112
Inlign CP IV, LLC 2355 East Camelback Road, Suite 750 Phoenix 85016 Facsimile: (602) 288-3120
Dines Trust, dated 12/99 12634 Miller Ave Saratoga, CA 95070 Facsimile: (480) 940-4255
Mark Gordon 18 W Myrna Lane Tempe, AZ 85284 Facsimile: (480) 940-4255
Alex Bonham 6513 E. Vernon Ave Scottsdale, AZ 85257 Facsimile: (480) 664-6821

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
ANDIGILOG (word)	2913095	12/21/2004
ANDIGILOG (design)	2954331	5/24/2005
SIMISTOR (word)	3059509	2/14/2006

1990517v2

TRADEMARK
REEL: 003742 FRAME: 0471

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>
THERMALEDGE (word)	78825391	2/28/2006
QUIETSTART	77152598	4/10/2007

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