

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GORILLA NATION MEDIA, LLC		05/20/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MERRILL LYNCH COMMERCIAL FINANCE CORP.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77439428	MIDTAIL TOOLBOX	
Serial Number:	77439470	SPRINGBOARD	
Serial Number:	77299944	MID-TAIL	
Registration Number:	3152976	GORILLA NATION	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	33359		

CH \$115.00 77439428

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/23/2008
Total Attachments: 4 source=33359#page1.tif source=33359#page2.tif source=33359#page3.tif source=33359#page4.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GORILLA NATION MEDIA, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 20, 2008

- Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: MERRILL LYNCH COMMERCIAL FINANCE CORP.

Internal _____

Address: _____

Street Address: 222 North LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60601

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)
77439428; 77439470; 77299944

B. Trademark Registration No.(s)
3152976

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: Janelle Telesford, Legal Assistant

Internal Address: Emmet, Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: NY Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: telesford@emmetmarvin.com

6. Total number of applications and registrations involved:

4

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

- 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: Janelle Telesford
 Signature

May 21, 2008

Date

Janelle Telesford
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **GORILLA NATION MEDIA, LLC**, a California limited liability company (the "*Grantor*"), is obligated to **MERRILL LYNCH COMMERCIAL FINANCE CORP.** (the "*Secured Party*") under the Loan and Security Agreement, dated as of May 20, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantor, certain affiliates of the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security and Pledge Agreement, dated as of May 20, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

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

The Secured Party's address is: 222 North LaSalle Street, Chicago, Illinois 60601.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 20th day of May 2008.

GORILLA NATION MEDIA LLC

By: _____

Name: Bill Feltz

Title: CEO

STATE OF CALIFORNIA)
) ss.:
COUNTY OF)

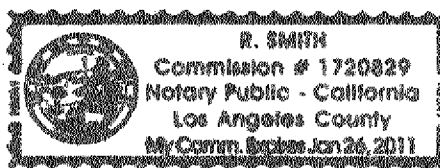
On the 20th day of May in the year 2008, Bill Foltz, personally appeared before me, RaShawn Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal..



Signature of Notary Public (Seal)



Schedule I
to
Grant of Security Interest (Trademarks)
Dated as of May 20, 2008

• Registered Marks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
GORILLA NATION	78574251	3152976	10/10/2006

• Recently Filed Trademark Applications

<u>MARK APPLICATION</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
MIDTAIL TOOLBOX	77439428	N/A	4/3/2008
SPRINGBOARD	77439470	N/A	4/3/2008
MID-TAIL	77299944	N/A	10/9/2007