

06-05-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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103506877

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

6-4-08

1. Name of conveying party(ies):

COURION CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Compass Horizon Funding Company LLC

Internal

Address: _____

Street Address: 76 Batterson Park Road

City: Farmington

State: CT

Country: U.S.A. Zip: 06032

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

Other LLC Citizenship Delaware

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)

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

Execution Date(s) May 30, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
2664291 2684538 2184614 2509813 2605758 2594127
3281820 3089904

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: John C. Bombara

Internal Address: Horizon Technology Finance, LLC

Street Address: 76 Batterson Park Road

City: Farmington

State: CT Zip: 06032

Phone Number: 860-676-8657

Fax Number: 860-676-8655

Email Address: jav@horizontechfinance.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- 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:

[Signature]
Signature

May 30, 2008
Date

John C. Bombara
Name of Person Signing

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

OPR/FINANCE

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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

06/04/2008 DBYRNE 00000098 2664291

01 FC:8521
02 FC:8522

40.00 OP
175.00 OP

TRADEMARK
REEL: 003793 FRAME: 0523

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 30, 2008, is executed by COURION CORPORATION, a Delaware corporation with an address of 1881 Worcester Road, Framingham, Massachusetts 01701-5409 ("Debtor"), in favor of COMPASS HORIZON FUNDING COMPANY LLC and HORIZON TECHNOLOGY FUNDING COMPANY V LLC, each a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 (collectively, "Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

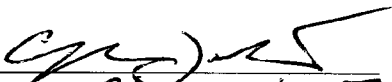
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party 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 Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

DEBTOR:
COURION CORPORATION

By: 
Name: Christopher Zannetos
Title: CEO

TRADEMARK

REEL: 003793 FRAME: 0524

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
AccountCourier	Courion Corporation	2,664,291	12/2002
CertificateCourier	Courion Corporation	2,684,538	02/2003
Courion	Courion Corporation	2,184,614	8/1998
PasswordCourier	Courion Corporation	2,509,813	11/2001
ProfileCourier	Courion Corporation	2,605,758	08/2002
Courion (Design)	Courion Corporation	2,594,127	07/2002
RoleCourier	Courion Corporation	3,281,820	08/2007
Direct!	Courion Corporation	3,089,904	05/2006
Courion	Courion Corporation	CTM Filing - 5017884	02/2007

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
None	None	None	None