

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
NARUS, INC.	FORMERLY Irrupt, Inc.	07/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc., as collateral agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2491121	NARUS	
Registration Number:	2610417	NARUS	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	Nancy Bouch, Sr Paralegal c/o WSGR		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	27021.000		
NAME OF SUBMITTER:	Nancy Bouch		
Signature:	/s/Nancy Bouch		

CH \$65.00 2491121

900110293

TRADEMARK
REEL: 003807 FRAME: 0027

Date:

07/01/2008

Total Attachments: 4

source=Narus Inc Grant of Security Interest in Trademarks#page1.tif

source=Narus Inc Grant of Security Interest in Trademarks#page2.tif

source=Narus Inc Grant of Security Interest in Trademarks#page3.tif

source=Narus Inc Grant of Security Interest in Trademarks#page4.tif

GRANT OF SECURITY INTEREST
IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 1, 2008, is executed by Narus, Inc., a Delaware corporation ("Debtor"), in favor of American Capital Financial Services, Inc., as collateral agent ("Collateral Agent") for the benefit of the investors set forth on the signature pages to the Security Agreement (as defined below).

RECITALS

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended from time to time, the "Security Agreement"), by and among Debtor, the entities set forth on the signature pages thereto and the Collateral Agent;

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Schedule A hereof constitutes 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 Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedules completeness or accuracy.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Debtor hereby grants to Collateral Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Debtor in and to the following property (collectively, the "Collateral");

All Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: American Capital Financial Services, Inc.

2 Bethesda Metro Center, 14th Floor
Bethesda, MD 20814
Attention: Compliance Officer and Virginia Turezyn

(Signature Page Follows)

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

NARUS, INC.

By: 

Name: Gregory S. Oster

Title: President & CEO

[Signature Page to Grant of Security Interest in IP (Trademarks)]

SCHEDULE A

TRADEMARKS

Trademark Title	Registration Number	Registration Date
NARUS	2491121	9/18/2001
NARUS	2610417	8/20/2002

TRADEMARK APPLICATIONS

None