

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GTESS Corporation		07/11/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueCrest Venture Finance Master Fund Limited		
<b>Street Address:</b>	P.O. Box 309, Ugland House		
<b>Internal Address:</b>	South Church Street		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	Limited Company: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2923256	GTESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-567-6700		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Wayne Walker-Wilson, Jr.		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		
<b>ATTORNEY DOCKET NUMBER:</b>	18664.5		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Angela Wendel

Signature:

/angela wendel/

Date:

07/14/2008

Total Attachments: 4

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**GRANT OF SECURITY INTEREST**

(TRADEMARKS)

This GRANT OF SECURITY INTEREST, dated as of July 11, 2008, is executed by GTESS Corporation, a Delaware corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company as successor to BlueCrest Capital Finance, L.P. ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of July 19, 2007 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of July 11, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the 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 (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

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

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully 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 Lender's address is:

BlueCrest Venture Finance Master Fund Limited  
PO Box 309, Ugland House  
South Church Street  
George Town, Cayman Islands  
Attention: Legal Department

with a copy to:

BlueCrest Venture Finance Master Fund Limited  
c/o 225 West Washington Street  
Suite 200  
Chicago, IL 60606  
Attention: Mark King  
Tel. No. (312) 368-4978  
Fax No. (312) 443-0126

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

**GRANTOR**

GTESS Corporation,  
a Delaware corporation

By: 

Name: David G. Farrell

Title: Sr. V.P. Chief Revenue Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
GTESS	78/360485	1/30/2004	2923256	2/1/05	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.