

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
Layered Technologies, Inc.		07/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78767643	LAYEREDVAULT
Serial Number:	78911919	LXG
Serial Number:	78911922	XCOMM
Registration Number:	3282288	GRIDLAYER
Registration Number:	3285387	THE GRID LAYER
Registration Number:	3307114	LT PACT
Registration Number:	3236923	LAYEREDX
Registration Number:	3144394	LAYERED TECHNOLOGIES
Registration Number:	3284932	LAYERED TECH
Registration Number:	3467388	DYNAVOL

CORRESPONDENCE DATA	
Fax Number:	(214)661-6876
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-953-5758

CH \$265.00 78767643

Email: swiley@jw.com
Correspondent Name: Sara Wiley
Address Line 1: 901 Main Street, Suite 6000
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	218803.00288
NAME OF SUBMITTER:	Sara K. Wiley
Signature:	/sara k. wiley/
Date:	08/06/2008

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of July 31, 2008 (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and LAYERED TECHNOLOGIES, INC., a Delaware corporation and FASTSERVERS, INC., an Iowa corporation (collectively, "Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are set forth in the Loan Agreement and the other Loan Documents, and are in addition to those available in law or equity. Upon the occurrence and continuation of an uncured Event of Default, Bank shall have the rights and remedies set forth in Section 9 of the Loan Agreement. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy. This Agreement shall automatically terminate upon payment in full of all Obligations (other than inchoate indemnity obligations) are repaid in full in cash and Bank's obligation to make Credit Extensions has terminated. Upon such termination, Bank shall, at Borrower's sole cost and expense, release its Liens in the Intellectual Property Collateral and all rights therein shall revert to Borrower.

All amendments to this Agreement must be in writing and signed by both Bank and Borrower. This Agreement, the Loan Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement, the Loan Agreement and the Loan Documents merge into this Agreement, the Loan Agreement and the Loan Documents.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together,

constitute one Agreement. Texas law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Texas; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Bank. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens.

BANK:

SILICON VALLEY BANK



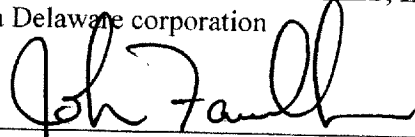
(Signature)

VICE PRESIDENT

(Title)

GRANTOR:

LAYERED TECHNOLOGIES, INC.,
a Delaware corporation

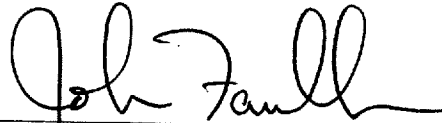


(Signature)

CEO

(Title)

FASTSERVERS, INC.,
an Iowa corporation



(Signature)

CEO

(Title)

EXHIBIT A

Copyrights

Layered Technologies, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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Note

Fastservers, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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Note

EXHIBIT B

Patents

Layered Technologies, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<i>None</i>		

Fastservers, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<i>None</i>		

EXHIBIT C

Trademarks

Layered Technologies, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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See attached

Fastservers, Inc.

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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LAYERED TECHNOLOGIES' TRADEMARK PORTFOLLIO

ML File No:	Trademark	Status
36356-401	GRIDLAYER	Reg. Mark No: 3282288 Registration Date: 8/21/2007 - LIVE
36356-402	THE GRID LAYER	Reg. Mark No: 3285387 Registration Date: 08/28/07 - LIVE
36356-403	LAYEREDVAULT	Serial No: 78767643 Published for Opposition 10/23/2007 - LIVE
36356-404	LT PACT	Reg. Mark No: 3307114 Registration Date: 10/09/2007 - LIVE
36356-405	XCOMM	Serial No: 78911922 Filing Date 06/20/2006 - LIVE
36356-406	LXG	Serial No: 78911919 Published for Opposition: 02/13/2007 - LIVE
36356-408	LAYEREDX	Reg. Mark No: 3236923 Registration Date: 05/01/2007 - LIVE
36356-409	LAYERED TECHNOLOGIES	Reg. Mark No: 3144394 Registration Date: 9/19/06 - LIVE
36356-410	LAYERED TECH	Reg. Mark No: 3284932 Registration Date: 08/28/2007 - LIVE
36356-501	DYNAVOL	Serial No: 77338531 Filing Date: 11/28/2007

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Intellectual Property

(a)

Trademarks: US Trademark: FastServers.Net
Registration Number: 2,997,267
 Canada Trademark: FastServers.Net
Registration Number: TMA692,102
File Number: 1294771
 US Trademark: FS Fastservers.net plus design (Previous Company logo)
Registration Number: 3,138,321
 Canada Trademark: FS Fastservers.net plus design (Previous Company logo)
Registration Number TMA692,317
File Number 1294769

Domain Name Registrations: midgethosting.com
 hostingconcruse.com
 ultraservers.net
 rootnow.com
 fsdemo.net
 efastservers.com
 serverorders.net
 dotheneedful.com
 bbbmailsupport.com
 morethanaserver.com
 fastservers.org
 ipmanage.net
 fastservers.mobi
 fastserveremployment.com
 fsdir.com
 webhd.com
 winpanel.com
 winpanel.net

EXHIBIT D

Mask Works

Layered Technologies, Inc.

Description

Registration/Application
Number

Registration/Application
Date

None

Fastservers, Inc.

Description

Registration/Application
Number

Registration/Application
Date

None