

7/16/09

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07-07-2009

Form PTO-1594 (Rev. 05/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

United States

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103566306

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):
 ANYSTREAM, INC.

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

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Compass Horizon Funding Company LLC
 Internal
 Address: _____
 Street Address: 76 Batterson Park Road
 City: Farmington
 State: Connecticut
 Country: USA 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 28, 2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
 77597938 77597945 77597943 7597940 77597952 77597958
 77598064 77597957

B. Trademark Registration No.(s)
 2586254 2684288 2497208 2925535 2865393 2901434
 2885453 3589982 2918152

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: Compass Horizon Funding Company LLC
 Street Address: 76 Batterson Park Road
 City: Farmington
 State: Connecticut Zip: 06032
 Phone Number: 860-676-8657
 Fax Number: 860-676-8655
 Email Address: jay@horizontechfinance.com

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00
 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 07/06/2009 NJAMA1 00000027 77597938

9. Signature: _____
 Signature
John C. Bombara
 Name of Person Signing

01 FC:8521
 APF 2009
 Date

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

40.00 OP
 400.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
 REEL: 004019 FRAME: 0125

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 28, 2009, is executed by ANYSTREAM, INC., a Delaware corporation with an address of 21000 Atlantic Boulevard, Dulles, Virginia 20166 ("Debtor"), in favor of COMPASS HORIZON FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("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.

ANYSTREAM, INC.

By: 
Name: Frederic Singer
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
ANYSTREAM	Anystream, Inc.	2586254	6/25/02
ANYSTREAM & Design	Anystream, Inc.	2684288	2/4/03
AGILITY	Anystream, Inc.	2497208	10/9/01
AGILITY ENTERPRISE	Anystream, Inc.	2925535	2/8/05
AGILITY WORKGROUP	Anystream, Inc.	2865393	7/20/04
APRESO	Anystream, Inc.	2901434	11/9/04
ONE-CLICK RICH MEDIA PRESENTATIONS	Anystream, Inc.	2885453	9/14/04
TURNING VIDEO STREAMS INTO REVENUE STREAMS	Anystream, Inc.	3589982	3/17/09
SOFTWARE TRANSFORMS CONTENT	Anystream, Inc.	2918152	1/11/05

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
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GRAB NETWORKS	Anystream, Inc.	77597938	10/22/08
GRAB NETWORKS	Anystream, Inc.	77597945	10/22/08
GRAB NETWORKS	Anystream, Inc.	77597943	10/22/08
GRAB NETWORKS	Anystream, Inc.	77597940	10/22/08
GRAB NETWORKS LOGO	Anystream, Inc.	77597952	10/22/08
GRAB NETWORKS LOGO	Anystream, Inc.	77597958	10/22/08
GRAB NETWORKS LOGO	Anystream, Inc.	77598064	10/22/08
GRAB NETWORKS LOGO	Anystream, Inc.	77597957	10/22/08