

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
Batanga, Inc.		01/06/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BlueCrest Venture Finance Master Fund Limited		
Street Address:	P.O. Box 309, Ugland House		
Internal Address:	South Church Street		
City:	George Town		
State/Country:	CAYMAN ISLANDS		
Entity Type:	Limited Company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2596997	BATANGA	
Serial Number:	77882033	BATANGA NETWORK	
Serial Number:	77882019		
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	949-567-6700		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe, LLP		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	18664.12		
DOMESTIC REPRESENTATIVE			

CH \$90.00 2596997

900153307

**TRADEMARK
 REEL: 004139 FRAME: 0342**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Chelseaa Bush

Signature:

/chelseaa bush/

Date:

01/28/2010

Total Attachments: 3

source=batanga_trademark_assignment#page1.tif

source=batanga_trademark_assignment#page2.tif

source=batanga_trademark_assignment#page3.tif

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of January 6, 2010 is executed by Batanga, Inc., 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 June 16, 2008 (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 Schedule I-A annexed hereto and made a part hereof, which trademarks are registered 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 ~~September 29, 2009~~ ^{September 29, 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

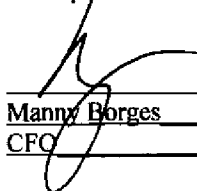
with a copy to:

BlueCrest Venture Finance Master Fund Limited
c/o 225 West Washington Street
Suite 200
Chicago, IL 60606
Attention: Robert Nagy
Tel. No.: (312) 368-4973
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

Batanga, Inc.,
a Delaware corporation

By: 
Name: Manny Borges
Title: CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>
BATANGA	76094239	July 21, 2000	2596997
BATANGA NETWORK	77882033	November 30, 2009	NA
	77882019	November 30, 2009	NA

