

07-06-2010

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COVER SHEET
ONLY

JUL - 2 2010

103601134

To the Director of the U. S.

See attached documents or the new address(es) below.

1. Name of conveying party(ies):

TALYST INC.

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

Citizenship (see guidelines) U.S.; Incorporated in DE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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) June 25, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)

3252802 2764746 3253698 3718322
3292373 3292372

B. Trademark Registration No.(s)

77/092062

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: Horizon Technology Finance Management LLC

Internal Address: Attn: John C. Bombara

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:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/02/2010 NJAMA1 00000023 3252802

Deposit Account Number _____ 40.00 01

Authorized User Name _____ 150.00 01

9. Signature:

Signature

June 28, 2010

Date

John C. Bombara

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004237 FRAME: 0693

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 25, 2010, is executed by TALYST INC., a Delaware corporation with an address of 13555 SE 36st Street, Suite 150, Bellevue, Washington 98006 ("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.

TALYST INC.

By: _____

Name:

Title:


Jon L Sortland
Corporate Secretary & Controller

TRADEMARK

REEL: 004237 FRAME: 0694

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
AUTOLABEL	Talyst Inc.	3252802	19-Jun-2007
AUTOPHARM	Talyst Inc.	2764746	16-Sep-2003
AUTOSPLIT	Talyst Inc.	3253698	19-July-2007
INSITE	Talyst Inc.	3718322	01-Dec-2009
TALYST	Talyst Inc.	3292373	11-Sep-2007
TALYST and Design	Talyst Inc.	3292372	11-Sep-2007
INNOVATION WITH AUTOMATION	Talyst Inc.	2949903	10-May-2005
BARCODE TO DOSE	Talyst Inc.	2972993	19-July-2005

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Owner	Application Number	Application Date
AUTOCOOL	Talyst Inc.	77/092062	26-Jan-2007