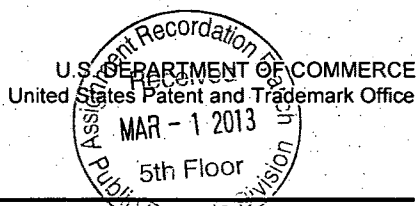


03/01/2013

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/31)



103655892



TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRD 3-01-13

1. Name of conveying party(ies):

NEWPORT MEDIA, INC.

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 14, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HORIZON TECHNOLOGY FINANCE CORPORATION,

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut

Country: USA Zip: 06032

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
4,175,033 3,255,181 3,180,962 3,246,756 3,408,056 3,475,834

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

Internal Address: Attn: Legal Department

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut Zip: 06032

Phone Number: 860-676-8654

Docket Number: _____

Email Address: lucia@horizontechfinance.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: AT011 00000009 4175033

Authorized User Name: _____

February 15, 2013

9. Signature:

Signature

Date

Eric S. Darmofal, Senior Attorney

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 Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 14, 2012, is executed by NEWPORT MEDIA, INC., a Delaware corporation with an address of 1 Spectrum Pointe Drive, Suite 225, Lake Forest, California 92630 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION ("Horizon" or "Secured Party"), as Collateral Agent for Horizon and Bridge Bank, National Association ("Bridge Bank" and together with Horizon, "Lenders").

A. Pursuant to a certain Venture Loan and Security Agreement, dated on or about the date hereof (the "Agreement") by and among Debtor and Horizon and Bridge Bank as lenders and Horizon as Collateral Agent, the Lenders have agreed to extend credit 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 I-A and I-B annexed hereto as part hereof (collectively, the "Trademarks").

C. Pursuant to the Agreement, Debtor has granted to Secured Party, for the ratable benefit of Lenders, and to each Lender, 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, for the ratable benefit of Lenders, and to each Lender, 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 and Lenders 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.

NEWPORT MEDIA, INC.

By: 

Name: J. Scott Blouin

Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

File Number	Title	Serial Number	Patent or Trademark Number	Issue Date
NMI.5124	Trademark: NMI (Stylized and/or with Design)	85/474,463	4,175,033	July 17, 2012
NMI.5008	Trademark: NEWPORT MEDIA	78/791,030	3,255,181	June 26, 2007
NMI.5011	Trademark: NEWPORT MEDIA ("N" Logo)	78/815,268	3,180,962	December 5, 2006
NMI.5012	Trademark: SUNDANCE SERIES	78/815,516	3,246,756	May 29, 2007
NMI.5038	Trademark: MOBIZAP	77/095,826	3,408,056	April 8, 2008
NMI.5071	Trademark: NMI (Stylized and/or with Design)	77/351,487	3,475,834	July 29, 2008

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None