

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
ASPEED Software Corporation		10/20/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kodiak Venture Partners II-A, L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3800
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Kodiak Venture Partners II-B, L.P.
Street Address:	1000 Winter Street
Internal Address:	Suite 3800
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Castile Ventures II-A L.P.
Street Address:	890 Winter Street
Internal Address:	Suite 140
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Castile Ventures II-B L.P.
Street Address:	890 Winter Street

CH \$65.00 78476945

Internal Address:	Suite 140
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78476945	ASPEED SOFTWARE
Serial Number:	78476947	THINK FAST. THINK FASTER.

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7034568016
Email: ccarroll@cooley.com
Correspondent Name: Christina M. Carroll
Address Line 1: 11951 Freedom Drive
Address Line 2: 15th Floor
Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	304343-104
NAME OF SUBMITTER:	Christina M. Carroll
Signature:	/s/ Christina M. Carroll
Date:	11/09/2005

Total Attachments: 11
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ASPEED SOFTWARE CORPORATION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "*Agreement*") is made as of October 20, 2005, by and among ASPEED Software Corporation, a Delaware corporation located at 11 Penn Plaza, 23rd Floor, New York, NY 10001 (the "*Debtor*"), in favor of each of the parties listed on Exhibit A hereto (each a "*Secured Party*" and collectively the "*Secured Parties*").

RECITALS

A. Debtor and the Secured Parties are parties to a Convertible Secured Promissory Note Purchase Agreement (the "*Purchase Agreement*") pursuant to which the Secured Parties are purchasing convertible secured promissory notes in the aggregate principal amount of \$2,000,000 (the "*Notes*") from Debtor.

B. The parties intend that Debtor's obligations to repay the Notes be secured by all of the assets of Debtor and that the Secured Parties rights with respect to the Notes be subject to the terms of this Agreement.

AGREEMENT

In consideration of the purchase of the Notes by the Secured Parties and for other good and valuable consideration, the parties hereby agree as follows:

1. **Grant of Security Interest.** To secure Debtor's full and timely performance of all of its obligations to the Secured Parties under the Notes (including, without limitation, Debtor's obligation to timely pay the principal amount of, and accrued interest on, the Notes) (the "*Obligations*"), Debtor hereby grants to the Secured Parties a continuing security interest (the "*Security Interest*") in and to all of the property described on Exhibit B to this Agreement (the "*Collateral*").

2. **Agreement Among the Secured Parties.**

(a) **Sharing of Payments.** It is intended that payment to the Secured Parties under the Notes shall be made in proportion to the principal and accrued interest then outstanding on the Notes on any such date of payment, until such obligations are paid or retired in full. Subject to Section 2(e) below, if any Secured Party shall at any time receive any payment of principal, interest or other charge arising under a Note, or any sums by virtue of counterclaim, offset, or other lien that may be exercised, or from any security, other than payments to all Secured Parties holding Notes, such Secured Party shall share such payment or payments ratably with the other Secured Parties as to maintain as near as possible the unpaid balance of the loans pro rata according to the Secured Parties' aggregate proportionate interests in such Notes.

(b) **Sharing of Collateral.** Upon the occurrence of any Event of Default (as defined below), and if any action is instituted to exercise any rights or remedies with respect to the Collateral, then, subject to Section 2(e) below, the Secured Parties shall share the Collateral and the proceeds and value of such Collateral ratably, without priority of one over the other.

(c) **Appointment of Agent.** The Secured Parties agree that Secured Parties holding at least sixty percent (60%) in principal and accrued interest then outstanding under the Notes may either (i) act together as the agent or (ii) appoint a third party as agent, of all Secured Parties (in each case, "***Agent***") to execute and deliver in their names such instruments, documents, statements and amendments thereto as may be necessary or appropriate to perfect or continue the perfection of the security interest granted in this Agreement.

(d) **Enforcement.** Except as provided in Section 2(e) below, enforcement of the Secured Parties' rights hereunder shall be taken by Agent as the agent and fiduciary for all of the Secured Parties. Agent shall take action such that all similarly situated Secured Parties shall be treated in the same manner and having equal priority. The action of such Agent taken in accordance with the preceding sentence, shall in each case bind all the Secured Parties. Each of the Secured Parties agrees that any Agent acting under Sections 2(c) and 2(d) shall not be liable for any acts taken in enforcing the rights of the Secured Parties hereunder unless such action constitutes gross negligence, willful misconduct or a violation of this Agreement which violation, if curable, is not cured within ten business days of such violation.

(e) **Limitation on Suits.** Upon an Event of Default, no individual Secured Party shall have any right to institute any proceeding, judicial or otherwise, or to seek any other remedy hereunder with respect to the Note(s) held by such Secured Party unless:

- (i) such Secured Party has previously given written notice to the other Secured Parties of an Event of Default; and
- (ii) Secured Parties holding at least sixty percent (60%) in principal and accrued interest then outstanding under the Notes shall have failed to take any action with respect to such Event of Default for a period of 30 days following receipt of such notice.

In the event that any Secured Party, after complying with the foregoing procedure, institutes any proceeding or other remedy and receives any payment on its Note as a result of any such action, such Secured Party shall not be required to share any such payments ratably with the other Secured Parties.

3. **Covenants.** Debtor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Obligations are paid in full:

(a) **Other Liens.** Except for the Security Interest, Debtor is the owner of the Collateral and will be the owner of the Collateral hereafter acquired free from any adverse lien, security interest or encumbrance (other than purchase money security interests that will be discharged upon Debtor's payment of the purchase price for the applicable property), and Debtor will use its best commercial efforts to preserve the Collateral and defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein. To Debtor's knowledge, no financing statements covering any Collateral or any proceeds thereof are on file in any public office.

(b) **Further Documentation.** At any time and from time to time, upon the written request of the Agent or any Secured Party, and at the sole expense of Debtor, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Parties may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect

to the liens created hereby. Debtor also hereby authorizes the Secured Parties to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law.

(c) **Taxes.** Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or with respect to any of its income or profits derived from the Collateral, as well as all claims of any kind against or with respect to the Collateral, except to the extent that they may be contested in good faith and by appropriate proceedings.

(d) **Maintenance of Records.** Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

(e) **Inspection Rights.** The Secured Parties shall have full access during normal business hours, and upon reasonable prior notice, to inspect the Collateral and the books and records of Debtor relating to the Collateral.

(f) **Maintenance and Use of Collateral.** Debtor will keep the Collateral in good condition, normal wear and tear excepted, and Debtor will not use the Collateral illegally, or sell or lease the Collateral without the prior written consent of the Agent. Notwithstanding the foregoing, until an Event of Default occurs, Debtor may in the ordinary course of its business at its own expense sell, lease or furnish under contract any of the Collateral normally held by Debtor for such purpose, in any lawful manner not inconsistent with the terms of this Agreement.

(g) **Notice of Events.** Debtor will promptly notify the Secured Parties in writing of any event that to Debtor's materially and adversely affects the value of the Collateral, the ability of Debtor or the Secured Parties to dispose of the Collateral, or the rights and remedies of the Secured Parties in relation thereto, including, but not limited to, the levy of any legal process against any Collateral.

4. **Events of Default; Remedies.**

(a) **Events of Default.** For purposes of this Agreement, an "*Event of Default*" shall have the meaning given to such term in the Notes.

(b) **Remedies.** If an Event of Default has occurred and is continuing, the Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement relating to the Obligations, all rights and remedies of a secured party under the Delaware Uniform Commercial Code, as amended from time to time.

5. **Performance by Secured Parties of Debtor's Obligations.** If Debtor fails to perform or comply with any of its agreements or covenants contained in this Agreement and the Secured Parties perform or comply, or otherwise cause performance or compliance, with such agreement or covenant in accordance with the terms of this Agreement, then the reasonable expenses of the Secured Parties incurred in connection with such performance or compliance shall be payable by Debtor to the Secured Parties on demand and shall constitute Obligations secured by this Agreement.

6. **The Secured Parties Appointed Attorney in Fact.** The Debtor hereby irrevocably appoints each Secured Party its attorney in fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, upon the occurrence and during the continuance of an Event of Default to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; and

(b) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable to enforce the rights of such Secured Party with respect to any of the Collateral.

7. **No Waiver; Cumulative Remedies.** The Secured Parties shall not by any act (except by a written instrument pursuant to Section 8(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Notes or in any breach of any of the terms and conditions of this Agreement. No failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Parties of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have on any subsequent occasion. The rights and remedies provided in this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

8. **Miscellaneous.**

(a) **Amendments and Waivers.** This Agreement may be amended or modified only upon the written consent of the Company and Secured Parties holding at least sixty percent (60%) in principal and accrued interest then outstanding under the Notes, voting together as a class. The obligations of the Company and the rights of the Secured Parties under the Agreement may be waived only with the written consent of Secured Parties holding at least sixty percent (60%) in principal and accrued interest then outstanding under the Notes, voting together as a class. Notwithstanding the foregoing, if any amendment or waiver would adversely change a specifically enumerated right or obligation hereunder of one or more Secured Parties (the "*Adversely Affected Parties*") in a way that is materially adverse to the Adversely Affected Parties and in a manner materially different from the manner in which such specifically enumerated right or obligation is changed with respect to other Secured Parties, such amendment or waiver shall also require the written consent of the Adversely Affected Parties holding at least sixty percent (60%) in principal and accrued interest then outstanding under the Notes then held by the Adversely Affected Parties, voting together as a class. Any amendment or waiver effected in accordance with this Section 8(a) shall be binding upon the parties and their respective successors and assigns.

(b) **Transfer; Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon the Debtor and its successors and assigns and inure to the benefit of the each Secured Party and its successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of New York in all respects as such laws are applied to agreements among New York residents entered into and to be performed entirely within New York.

(d) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(e) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f) **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to a Secured Party at the address set forth on Exhibit A attached hereto or at such other address or electronic mail address as the Company or a Secured Party may designate by ten (10) days advance written notice to the other parties hereto. If notice is given to the Company, a copy shall also be sent to McDermott, Will & Emery, 50 Rockefeller Plaza, New York, NY 10020, attention Joel L. Rubinstein, Esq., facsimile number 212-547-5444, e-mail address jrubinstein@mwe.com.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Entire Agreement.** This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto concerning such subject matter are expressly canceled.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed the **SECURITY AGREEMENT** as of the date set forth in the first paragraph hereof.

DEBTOR:

ASPEED SOFTWARE CORPORATION

Signature: /s/ Joseph McCurdy

Print Name: Joseph McCurdy

Title: Chief Executive Officer

Address: 11 Penn Plaza, 23rd Floor
New York, NY 10001

[Security Agreement Signature Page]

TRADEMARK
REEL: 003191 FRAME: 0081

IN WITNESS WHEREOF, the parties hereto have executed the **SECURITY AGREEMENT** as of the date set forth in the first paragraph hereof.

SECURED PARTY:

KODIAK VENTURE PARTNERS II-A, L.P.

By: Kodiak Ventures Management II, L.P., its
general partner

By: Kodiak Ventures Management Company,
Inc., its General Partner

By: /s/Dave Furneaux
Name: Dave Furneaux
Title: Managing Partner

KODIAK VENTURE PARTNERS II-B, L.P.

By: Kodiak Ventures Management II, L.P., its
general partner

By: Kodiak Ventures Management Company,
Inc., its General Partner

By: /s/Dave Furneaux
Name: Dave Furneaux
Title: Managing Partner

[Security Agreement Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed the **SECURITY AGREEMENT AGREEMENT** as of the date set forth in the first paragraph hereof.

SECURED PARTY:

CASTILE VENTURES II-A L.P.

By: Castile Partners II LLC, its general partner

By: /s/ Marcia J. Hooper
Name: Marcia J. Hooper
Title: Partner

CASTILE VENTURES II-B L.P.

By: Castile Partners II LLC, its general partner

By: /s/ Marcia J. Hooper
Name: Marcia J. Hooper
Title: Partner

[Security Agreement Signature Page]

TRADEMARK
REEL: 003191 FRAME: 0083

EXHIBIT A

Name and Address of Secured Parties

**Original Principal Note
Amount**

Kodiak Venture Partners II-A, L.P.
1000 Winter Street, Suite 3800
Waltham, MA 02451

\$819,947.65

Kodiak Venture Partners II-B, L.P.
1000 Winter Street, Suite 3800
Waltham, MA 02451

\$180,052.35

Castile Ventures II-A L.P.
890 Winter Street, Suite 140
Waltham, MA 02451

\$148,500

Castile Ventures II-B L.P.
890 Winter Street, Suite 140
Waltham, MA 02451

\$851,500

EXHIBIT B

The Collateral shall consist of all right, title and interest of Debtor in and to the following property of Debtor whether presently existing or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(a) All assets, personal property, fixtures, fixed assets, inventory, goods, consumer goods, documents, instruments, investment property, equipment, chattel paper, electronic chattel paper, tangible chattel paper, accounts, deposit accounts, rights under letters of credit, patents pending and rights of patent, trademarks, customer lists, commercial tort claims, payment intangibles, promissory notes, general intangibles, payment intangibles, software, including without limitation those certain patents, trademarks and copyrights set forth on Exhibit C to the Security Agreement; and

(b) All proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

EXHIBIT C

1. Patents

Application No.

11/145,151

10/310,115

02804494.9

60/338,278

PCT/US02/38524

The registrations for the above patents have not yet been issued.

2. Trademarks

ASPEED SOFTWARE

Application No.: 78476945

THINK FAST. THINK FASTER.

Application No.: 78476947

The registrations for the above trademarks have not yet been issued.

3. Copyrights

None