

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
SunRocket, Inc.		01/26/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3030288	SUNROCKET	
Serial Number:	78598806	ROCKET REWARDS	
Serial Number:	78485039	ROCKETRING	
Serial Number:	78485017	SIGNATURE NUMBER	
Serial Number:	78485030	ROCKET NUMBER	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3697		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000612		

OP \$140.00 3030288

NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	01/27/2006
Total Attachments: 6 source=SunRocket, Inc. security agreement#page1.tif source=SunRocket, Inc. security agreement#page2.tif source=SunRocket, Inc. security agreement#page3.tif source=SunRocket, Inc. security agreement#page4.tif source=SunRocket, Inc. security agreement#page5.tif source=SunRocket, Inc. security agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 26, 2006 by and between SILICON VALLEY BANK ("Bank") and SunRocket, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated January 26, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

~~8615 Westwood Center Drive~~ 8045 Leesburg Pike
Vienna, Virginia 22182
Attn: Paul Erickson

GRANTOR:

SUNROCKET, INC.

By: 

Title: Chairman

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SUNROCKET, INC.

8615 Westwood Center Drive
Vienna, Virginia 22182

Attn: _____

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: Deathea Parker

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

EXHIBIT B

Patents

Description

Owner

Registration/
Application
Number

Registration/
Application
Date

N/A

N/A

N/A

N/A

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>	<u>Owner</u>
SUNROCKET	3030288	12/13/2005	Registered	SunRocket, Inc.
ROCKET REWARDS	78/598806	03/31/2005	Pending- suspended	SunRocket, Inc.
ROCKETRING	78/485039	09/16/2004	Allowed	SunRocket, Inc.
SIGNATURE NUMBER	78/485017	09/16/2004	Abandoned	SunRocket, Inc.
ROCKET NUMBER	78/485030	09/16/2004	Abandoned	SunRocket, Inc.