

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Digital Videostream, LLC		02/09/2006	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied Capital Corporation		
<b>Street Address:</b>	1919 Pennsylvania Avenue, NW		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2893747		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153932113		
<b>Email:</b>	racquel.white@bingham.com		
<b>Correspondent Name:</b>	Racquel White		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	0000317640		
<b>NAME OF SUBMITTER:</b>	Racquel White		
<b>Signature:</b>	/racquelwhite/		

CH \$40.00 2893747

Date:

02/13/2006

**Total Attachments: 6**

source=IP filing#page1.tif

source=IP filing#page2.tif

source=IP filing#page3.tif

source=IP filing#page4.tif

source=IP filing#page5.tif

source=IP filing#page6.tif

**GRANT OF IP SECURITY INTEREST  
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

**THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)** is dated as of February 9, 2006, and is entered into by **DIGITAL VIDEOSTREAM, LLC d/b/a DVS IntelStream**, a California limited liability company (the "Assignor"), in favor of **ALLIED CAPITAL CORPORATION**, a Maryland corporation (the "Assignee").

**WHEREAS**, pursuant to that Senior Secured Loan Agreement dated as of February 9, 2006 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and between the Assignor, as Borrower, and the Assignee, as Lender, the Assignee has agreed to make certain extensions of credit to the Assignor in the amounts and manner set forth in the Loan Agreement and the other Loan Documents (collectively, the "Loan").

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 8, 2006 (the "Security Agreement"), in favor of the Assignee, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "Collateral," as defined in the Security Agreement.

**WHEREAS**, the Assignee is willing to make, extend and maintain the Loan to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in favor of and to the Assignee, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Obligations" (as such term is defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations and in order to induce the Assignee to enter into the Loan Agreement and the other Loan Documents and to make, extend and maintain the Loan to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby creates and grants to the Assignee, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:
  - (a) all trademarks, including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedule A hereto ("Trademarks"), 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 reissues, continuations, continuations-in-part and renewals thereof;

*provided, however*, that the pledge and security interest created hereunder shall specifically exclude “intent-to-use” trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

3. “Collateral” is defined as all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Assignor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Assignor, and regardless of where located including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts, of Grantor, including all blocked accounts, concentration accounts, depository accounts, disbursement accounts and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of Grantor; and
- (x) all Supporting Obligations and Letter-of-credit rights of Grantor; and to the extent not otherwise included, all Proceeds, tort claims, insurance claims and all other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

The Assignee does hereby further acknowledge and affirm its rights and remedies with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated,

released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

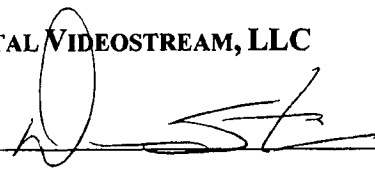
**Governing Law.** THIS GRANT OF SECURITY INTEREST SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Rest of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

**ASSIGNOR:**

**DIGITAL VIDEOSTREAM, LLC**

By:  \_\_\_\_\_

Printed Name: Donald Stine

Title: Manager

**ASSIGNEE:**

**ALLIED CAPITAL CORPORATION**

By: \_\_\_\_\_

Printed Name: Jeri J. Harman

Title: Managing Director

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

**ASSIGNOR:**

**DIGITAL VIDEOSTREAM, LLC**

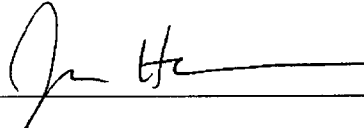
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**ALLIED CAPITAL CORPORATION**

By:  \_\_\_\_\_

Printed Name: Jeri J. Harman

Title: Managing Director

**SCHEDULE A**  
**U.S. TRADEMARKS**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>
2,893,747	DVS INTELESTREAM	October 12, 2004