

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AppStream Inc.		01/28/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JK&B Capital III, L.P., as Collateral Agent
<b>Street Address:</b>	180 N. Stetson Avenue
<b>Internal Address:</b>	Suite 4500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	LIMITED PARTNERSHIP: UNKNOWN

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2878196	APPSTREAM
Registration Number:	2629601	APPSTREAM
Registration Number:	2981693	APPSTREAM.NOW
Registration Number:	2885552	APPSTREAM
Registration Number:	2955924	ON-DEMAND APPLICATION DELIVERY

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 430-8308  
 Email: sgordon@omm.com  
 Correspondent Name: Shari L. Gordon  
 Address Line 1: 400 S. Hope Street  
 Address Line 2: 18th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90071-2899

CH \$140.00 2878196

ATTORNEY DOCKET NUMBER:	027,952-3
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	01/28/2008
Total Attachments: 5 source=AppStream Inc#page1.tif source=AppStream Inc#page2.tif source=AppStream Inc#page3.tif source=AppStream Inc#page4.tif source=AppStream Inc#page5.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST, dated as of January ~~28~~ 2008, is entered into by and among AppStream Inc., a Delaware corporation (the "**Grantor**"), and the parties listed on attached Schedule A (each a "**Lender**," and collectively, the "**Lenders**").

WHEREAS, the Company owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, the Grantor has entered into a Convertible Secured Promissory Note and Warrant Purchase Agreement, dated as of November 16, 2007 (said Convertible Secured Promissory Note and Warrant Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Note Purchase Agreement**") with the Lenders listed on Schedule A attached hereto, pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Note Purchase Agreement, to purchase certain convertible secured promissory notes (the "**Notes**" as defined by the Note Purchase Agreement) from the Grantor; and

WHEREAS, pursuant to the terms of a Security and Collateral Agent Agreement, dated as of November 16, 2007 (said Security and Collateral Agent Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among the Grantor and the Lenders, the Grantor has created in favor of each Lender a security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Lenders pursuant to the Security Agreement, the Grantor hereby grants to each Lender a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule B annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule B annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received

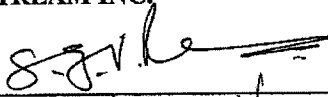
when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officers thereunto duly authorized as of the date hereof.

APPSTREAM INC.

By:   
Name: Srinivas Venkataraman  
Title: CEO

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

JK&B Capital III, L.P. as Collateral Agent

**SCHEDULE B  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Country	Registration/ Application Number	Registration/ Application Date
APPSTREAM (trademark)	U.S.	2878196	11/8/2000
APPSTREAM (trademark, typed drawing)	U.S.	2629601	6/11/1998
APPSTREAM.NOW (trademark, service mark)	U.S.	2981693	9/11/2002
APPSTREAM (service mark)	U.S.	2885552	11/10/2000
ON DEMAND APPLICATION DELIVERY (trademark, service mark)	U.S.	2955924	9/19/2002