

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| DataSynapse, Inc. | 11/14/2006 |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------|
| Name: | ORIX Venture Finance LLC |
| Street Address: | 245 Park Avenue 19th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |

PROPERTY NUMBERS Total: 6

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 6757730 |
| Patent Number: | 7093004 |
| Patent Number: | 7130891 |
| Application Number: | 11248381 |
| Application Number: | 09711634 |
| Application Number: | 11436905 |

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

6110805

PATENT

500189176

REEL: 018584 FRAME: 0240

CH \$240.00 6757730

NAME OF SUBMITTER:

Christopher E. Kondracki

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 14, 2006 by and between **ORIX Venture Finance LLC** ("ORIX") and **DataSynapse, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated November 14, 2006 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signature page follows]

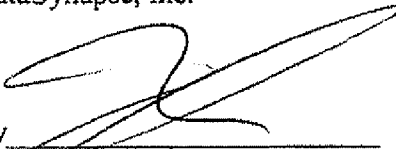
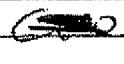
Address of Grantor:

632 BROADWAY
NEW YORK, NY
10012

Address of ORIX:

245 Park Avenue 19th Floor
New York, New York 10167
Attn: Ms. Carol Nicholas

DataSynapse, Inc.

By 
Title President 

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Address of Grantor:

DataSynapse, Inc.

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

245 Park Avenue 19th Floor
New York, New York 10167
Attn: Ms. Carol Nicholas

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

| <u>Description</u> | <u>Serial/ Registration/ Application Number</u> | <u>Filing/ Registration/ Application Date</u> |
|------------------------------------|---|--|
| GRIDSERVER | 78172038 | Filed October 8, 2002; Registered July 27, 2004 |
| GRIDESIGN | 78354269 | Filed January 20, 2004; Registered September 12, 2006 |
| FABRICSERVER | 78699185 | Filed August 24, 2005 |
| FABRICBROKER | 78699205 | Filed August 24, 2005 |
| GRIDBROKER | 78699168 | Filed August 24, 2005 |
| GRIDCLIENT | 78261022 | Filed June 11, 2003; Registered February 1, 2005 |
| GUARANTEED DISTRIBUTED COMPUTING | 78172836 | Filed October 10, 2002; Registered November 9, 2004 |
| ACCELERATING THE SPEED OF BUSINESS | 78308542 | Filed October 2, 2003; Registered October 12, 2004 |
| LIVESCHEDULER | 78172827 | Filed October 10, 2002 |
| LIVECLUSTER | 76272189 | Filed June 15, 2001 |

SCHEDULE B

Patents and Patent Applications

| <u>Title</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Method, apparatus and articles-of-manufacture for network-based distributed computing | 6,757,730 | Issued June 29, 2004 |
| Using execution statistics to select tasks for redundant assignment in a distributed computing platform | 7,093,004 | Issued August 15, 2006 |
| Distributed computing | 11/248,381 | Filed 10-11-2005 |
| Score-based scheduling of service requests in a grid services computing platform | 7,130,891 | Issued October 31, 2006 |
| Methods, apparatus and articles-of-manufacture for providing always-live distributed computing | 09/711,634 | Filed 11-13-2000 |
| Framework for Assessing and Displaying Benefits of Grid-Based Computing Implementations) (regular U.S. utility application based on provisional application no. 60/682,251) (inventors Bernardin, Lee, Bishop | 11/436,905 | Filed 5-18-2006 |

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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