

07-23-2007



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To the Director of the U.S. Pat

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ied documents of the new address(es) below.

1. Name of conveying party(ies)

Whaleback Systems Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 27, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: HORIZON TECHNOLOGY FUNDING COMPANY LLC

Internal Address: _____

Street Address: 76 Batterson Park Road

City: Farmington

State: CT

Country: U.S.A. Zip: 06032

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/580,540 60/809,063 11/580,701 60/808,663
60/844,030 60/727,130 11/751,340 11/751,355
60/809,062 11/751,391

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John C. Bombara

Internal Address: Horizon Technology Finance, LLC

Street Address: 76 Batterson Park

City: Farmington

State: CT Zip: 06032

Phone Number: 860-676-8657

Fax Number: 860-676-8655

Email Address: jay@horizonteoffinance.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 400.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

June 28, 2007

Date

07/20/2007 DBYRNE 00000057 11580540

01 FC:8031

(400.00) John C. Bombara

(Name of Person Signing)

Total number of pages including cover sheet, attachments, and documents: ☐

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

GRANT OF SECURITY INTEREST
PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of April 27, 2007, is executed by Whaleback Systems Corporation, a Delaware corporation with an address of 72 Pease Boulevard, Portsmouth, New Hampshire 03801 ("Debtor"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated on or about the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend credit to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the patents and/or applications for patents, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

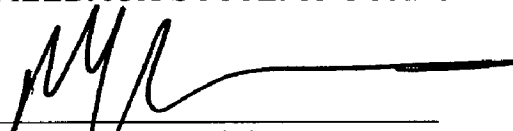
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

WHALEBACK SYSTEMS CORPORATION

By: 
Name: Mark Galvin
Title: President & Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
PATENTS

Patent	Owner	Registration Number	Registration Date
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All are in applied for status – see
below

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

Patent Application	Owner	Application Number	Application Date
Configuring A Network Device	Whaleback Systems Corporation	11/580,540	10/13/06
Call Quality Monitoring	“ “	60/809,063	5/26/06
Discovering Network Services	“ “	11/580,701	10/13/06
Sending a Page	“ “	60/808,663	5/26/06
Selecting Routes Through A Network	“ “	60/844,030	9/12/06
Configuring A Network Device	“ “	60/727,130	10/14/05
Sending A Page	“ “	11/751,340	5/21/07
Call Quality Monitoring	“ “	11/751,355	5/21/07
Discovering Network Services	“ “	60/809,062	5/26/06
Selecting Route Through A Network	“ “	11/751,391	5/21/07

PATENT

RECORDED: 07/19/2007

REEL: 019596 FRAME: 0685