

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Patent Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
AppStream Inc.	01/28/2008
RECEIVING PARTY DATA	
Name:	JK&B Capital III, L.P., as Collateral Agent
Street Address:	180 N. Stetson Avenue
Internal Address:	Suite 4500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6311221
Patent Number:	7197570
Patent Number:	6574618
Patent Number:	6757894
Patent Number:	7051315
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	027,952-3

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PATENT
REEL: 020417 FRAME: 0710

NAME OF SUBMITTER:

Shari L. Gordon

Total Attachments: 5

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GRANT OF PATENT SECURITY INTEREST

This GRANT OF PATENT 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 Grantor has entered into a Convertible Secured Promissory Note and Warrant Purchase Agreement, dated as of November 16, 2007 (said Note 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, pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Note Purchase Agreement, to extend certain financial support to 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**," the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among the Grantor and the Lenders named therein, the Grantor has granted to each Lender a security interest in, and continuing lien on, the Patent 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, whether now owned or hereafter acquired, and wherever the same may be located (the "**Patent Collateral**"):

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by the Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by the Grantor in whole or in part (including, without limitation, the U.S. patents and U.S. patent applications set forth on Schedule B annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits.

Notwithstanding the foregoing, the Patent Collateral shall not include and the Grantor shall not be deemed to have granted a security interest in any of the Grantor's rights or interests in or under any lease, license, contract, permit, Instrument, Security, agreement or franchise to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest would constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, such lease, license, contract, permit, Instrument, Security, agreement or franchise (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or under any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that the security interest shall attach immediately at such time as the

condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of any such lease, license, contract, permit, Instrument, Security, agreement or franchise that does not result in any of the consequences set forth in subsection (A) or (B) above.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of each Lender with respect to the security interest in the Patent 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.

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

APPSTREAM INC.

By: S. Srinivasa Venkataramen
Name: Srinivasa Venkataramen
Title: CEO

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

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

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

U.S. Patent No.	Title	U.S. App. No.	Filing Date
6,311,221	Streaming Modules	09/120,575	7/22/1998
7,197,570	System and Method to Send Predicted Application Streamlets to a Client Device	09/751/105	12/28/2000
6,574,618	Method and System for Executing Network Streamed Applications	09/750,835	12/28/2000
Pending	Method and Apparatus for Determining the Order of Streaming Modules		1/30/2003
Pending	Streaming Modules		7/15/1999
Pending	Streaming Modules		7/15/1999
6,757,894	Preprocessed Applications Suitable for Network Streaming Applications and Method for Producing Same	09/750,836	12/28/2000
7,051,315	Network Streaming of Multi-Application Program Code	09/751,781	12/30/2000
Pending	Method and Apparatus for Packaging and Streaming Installation Software		8/21/2003
Pending	Method and Apparatus for Allowing Sharing of Streamable Applications		9/3/2004