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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Immedient 1 Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 24, 2003

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas

Internal

Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2533852

Additional number(s) attached Yes No

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

Name: Julie Tamburo

Internal Address: _____

Street Address: Bingham McCutchen LLP

150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

04/08/2003 DBYR 00000116 2533852

40.00 00

DO NOT USE THIS SPACE

9. Signature.

Julie Tamburo

Name of Person Signing

Signature

March 31, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002707 FRAME: 0227

Grant of Security Interest in United States Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **IMMEDIENT 1 INC.**, a Colorado corporation, (the "**Grantor**") with principal offices at 590 Fifth Avenue, New York, New York, 10036, hereby assigns and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York, 10019 (the "**Grantee**"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all proceeds (as such term is used in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 24th, 2003 (as amended from time to time, the "**Security Agreement**"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of March, 2003.

IMMEDIENT 1 INC, Grantor

By 

Name:

Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and
Grantee**

By 

Name:

Robert M. Wood, Jr

Title:

Director

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of March, 2003.

IMMEDIENT 1 INC., Grantor

By _____
Name:
Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and
Grantee**

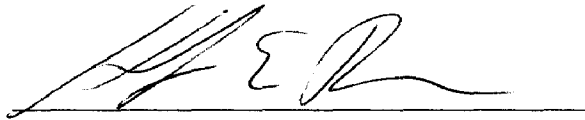
By Robert M. Wood
Name: Robert M. Wood, Jr.
Title: Director

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 22nd day of March, 2003, before me personally came
Alan Bower who, being by me duly sworn, did state as follows: that ~~[s]~~he
is CEO of IMMEDIANT 1, INC., that ~~[s]~~he is authorized to execute
the foregoing Grant on behalf of said corporation and that ~~[s]~~he did so by authority of the
Board of Directors of said corporation.

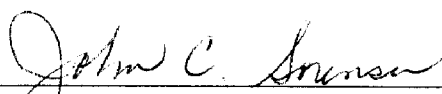

~~Notary Public~~ Kenneth E. Thompson
Attorney At Law of the State of New Jersey

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 21st day of March, 2003, before me personally came Robert M Wood, Jr. who, being by me duly sworn, did state as follows: that [s]he is a Director of DEUTSCHE BANK TRUST COMPANY AMERICAS, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

Schedule A

Trademarks

MARK

REG. NO.

REG. DATE

Immedient

2533852

1/29/2002