



GRANT OF SECURITY INTEREST  
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 26, 2008, is executed by NEWRIVER, INC., a Massachusetts corporation with an address of 200 Brickstone Square, 5<sup>th</sup> Floor, Andover, MA 01810 ("Debtor"), in favor of COMPASS HORIZON FUNDING COMPANY LLC, a Delaware limited liability company, and HORIZON TECHNOLOGY FUNDING COMPANY V LLC, a Delaware limited liability company, each with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("Secured Party").

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

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

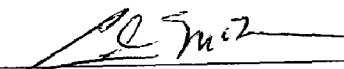
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (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.

NEWRIVER, INC.

By:   
Name: Christopher McClellan  
Title: CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
CONSENT EXPRESS	NewRiver, Inc.	2572921	05/28/02
FUNDPPOINT	NewRiver, Inc.	3116594	07/18/06
INTELLIGENT DELIVERY SERVICES	NewRiver, Inc.	3135291	08/29/06
N (stylized)	NewRiver, Inc.	2391007	10/03/00
N (stylized) NEWRIVER	NewRiver, Inc.	3006783	10/18/05
NEWRIVER	NewRiver, Inc.	2996238	09/20/05
PROSPECTUS EXPRESS	NewRiver, Inc.	2572922	05/28/02
WEALTHSENSE	NewRiver, Inc.	2809386	01/27/04

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark Application</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>
OPTIMISER	NewRiver, Inc.	77/276610	09/11/2007

US1DOCS 6717193v2  
US1DOCS 6722025v1

RECORDED: 07/14/2008

TRADEMARK  
REEL: 003818 FRAME: 0150