

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slipstream Communications, LLC		12/17/2010	LIMITED LIABILITY COMPANY: ANGUILLA
RECEIVING PARTY DATA			
Name:	Business Services Holdings, LLC, as Agent		
Street Address:	99 River Road		
City:	Cos Cob		
State/Country:	CONNECTICUT		
Postal Code:	06807		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2435360	GYRO	
Registration Number:	2431541	GYRO ADVERTISING	
Registration Number:	2455067	GYRO WORLDWIDE	
Registration Number:	3656756	PENNA. GYRO	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	615781		
NAME OF SUBMITTER:	Jean Paterson		

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REEL: 004435 FRAME: 0910

Signature:	/jep/
Date:	12/17/2010
Total Attachments: 6 source=12-17-10 Slipstream Communications-TM#page1.tif source=12-17-10 Slipstream Communications-TM#page2.tif source=12-17-10 Slipstream Communications-TM#page3.tif source=12-17-10 Slipstream Communications-TM#page4.tif source=12-17-10 Slipstream Communications-TM#page5.tif source=12-17-10 Slipstream Communications-TM#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 17, 2010 (this "Agreement"), is made by Slipstream Communications, LLC (the "Borrower") in favor of Business Services Holdings, LLC, as agent (in such capacity, the "Agent") for the Lenders party to the Loan and Security Agreement dated as of December 17, 2010 among the Borrower, the Lenders from time to time party thereto and the Agent (as amended, restated or otherwise modified from time to time, the "Loan Agreement").

WITNESSETH:

Pursuant to the Loan Agreement, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

The Borrower accordingly agrees as follows:

1.1 Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Grant of Security Interest in Intellectual Property Collateral. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent (for the ratable benefit of the Creditor Parties), and grants to the Agent (for the ratable benefit of the Creditor Parties) a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the "IP Collateral"):

(a) all of its Trademarks and Trademark Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(b) all renewals and extensions of the Trademarks and Trademark Licenses;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

1.3 Loan and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent (for the ratable benefit of the Creditor Parties) pursuant to the Loan Agreement and the Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

1.4. Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the IP Collateral.

1.5 Counterparts. This Agreement may be authenticated in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Agent, electronic means, all of which shall be equally valid.

1.6 GOVERNING LAW. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]


IN WITNESS WHEREOF, the Borrower has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SLIPSTREAM COMMUNICATIONS, LLC


By: BCOM HOLDINGS, LP, its Managing
Member

By: BCOM GP, LLC, its General Partner

By: 
Name: Alec Machiels
Title: President

ACCEPTED AND AGREED
as of the date first above written:

BUSINESS SERVICES HOLDINGS, LLC, as Agent

By: 
Name: Daniel Stencel
Title: Treasurer

NY876357

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY
AGREEMENT

TRADEMARK
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ACKNOWLEDGMENT OF BORROWER

STATE OF NEW YORK)
) ss.
COUNTY OF QUEEN)

On this 14th day of December, 2010 before me personally appeared Alec Machiels, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BCOM GP, LLC, the General Partner of BCOM Holdings, LP, the Managing Member of Slipstream Communications, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its managing member and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

*Joseph Estrella
Notary Public, State of New York
No. 41-4997567
Qualified in Queens County
Commission Expires June 8, 2014*

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

A. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>COUNTRY</u>
GYRO	2435360	13-Mar-2001	U.S.A.
GYRO ADVERTISING	2431541	27-Feb-2001	U.S.A.
GYRO WORLDWIDE	2455067	29-May-2001	U.S.A.
PENNA.GYRO & Design	3656756	21-Jul-2009	U.S.A.

B. TRADEMARK LICENSES

None.

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