

301810 V1 S2

To the Honorable Commissione

ached original documents or copy thereof.

12-19-2002  
102316402

1. Name of conveying party(ies):

**SI Venture Fund II, L.P.**  
**12600 Gateway Blvd.**  
**Fort Myers, FL 33913**

12-11-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release and Reassignment**
- Merger
- Change of Name

Execution Date: **December 2, 2002**

Name and address of receiving party(ies):

Name: **Inceptor, Inc.**

Internal Address:

Street Address: **4 Clock Tower Place, Suite 240**

City: **Maynard** State: **MA** Zip: **01754**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- 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)

~~76/240,406~~ ~~76,240,407~~ ~~76/240,405~~  
~~76/240,404~~ ~~75/866,404~~

B. Trademark registration No.(s)

**2,548,366**

Additional numbers attached?  Yes  No

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

Name: **Barbara Villandry**

Internal Address: **Shipman & Goodwin LLP**

Street Address: **One American Row**

City: **Hartford** State: **CT** Zip: **06103**

6. Total number of applications and trademarks involved: **6**

7. Total fee (37 CFR 3.41): -----\$ **165**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/18/2002 GT0N11 00000125 76240406

1 FC:0521 40.00 OP  
2 FC:0522 125.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Christine R. Collins, Esq.**

Name of Person Signing

*Christine R. Collins*  
Signature

**12-5-02**

Date

Total number of pages including cover sheet, attachments, and document: **8**

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

## RELEASE AND REASSIGNMENT

This **RELEASE AND REASSIGNMENT** is made this 2<sup>nd</sup> day of December, 2002 by SI VENTURE FUND II, L.P.

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Note and Warrant Purchase Agreement dated as of January 9, 2002 (as amended by the Amendment to Note and Warrant Purchase Agreement, dated September 5, 2002, the "Purchase Agreement"), by and among INCEPTOR, INC. a Delaware corporation having its principal place of business at 4 Clock Tower Place, Suite 240, Maynard, Massachusetts 01754 (the "Borrower"), and SI VENTURE FUND II, L.P. a Delaware limited partnership with a place of business at 12600 Gateway Blvd., Fort Myers, Florida 33913 (the "Lender"), SI VENTURE FUND II, L.P. made certain loans and other financial accommodations (the "Loans") to Borrower. Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement.

**WHEREAS**, pursuant to the Purchase Agreement, the Borrower granted to the Lender a security interest in the Collateral (including without limitation all of the Borrower's patents, patent applications, trademarks, service marks, trademark and service mark registrations, trademark and service mark registration applications, copyrights, copyright registrations, and copyright applications listed on Schedule A attached hereto), all to secure the payment and performance of the Secured Obligations.

As security for payment and performance of the Secured Obligations (as defined in the Security Agreement) the Borrower executed (i) the Security Agreement, (ii) the Trademark Collateral Assignment and Security Agreement, (iii) the Assignment of Trademarks and Service Marks (U.S.), (iv) the Patent Collateral Assignment and Security Agreement, (v) the Assignment of Patents (U.S.), (vi) the Copyright Collateral Assignment and Security Agreement, and (vii) the Assignment of Copyrights, each dated as of June 10, 2002, pursuant to which Borrower granted a security interest to Lender in and to the Collateral (including without limitation the Patent Collateral (as such term is defined in the Patent Collateral Assignment and Security Agreement), the Trademark Collateral (as such term is defined in the Trademark Collateral Assignment and Security Agreement), and the Copyright Collateral (as such term is defined in the Copyright Collateral Assignment and Security Agreement)) (collectively the "Security Documents"); and

**WHEREAS**, the Secured Obligations have been fully satisfied and, therefore, Borrower has requested that SI Venture Fund II, L.P. release its security interest in the Collateral and reassign the same to Borrower.

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

(1) SI Venture Fund II, L.P. hereby releases its security interest and terminates all of its right, title and interest in all of the Collateral arising pursuant to the Security Documents, including without limitation, the patents, patent applications, trademarks and trademark applications, and copyrights and copyright applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and the goodwill of Borrower's business connected with and symbolized by the Trademarks.

(2) SI Venture Fund II, L.P. hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking all rights, title and interest, in and to the Collateral.

(3) SI Venture Fund II, L.P. hereby irrevocably authorizes the filing of any necessary termination financing statements in (i) any filing office in any Uniform Commercial Code jurisdiction in which any initial financing statements and amendments thereto have been previously filed with respect to the Collateral, (ii) the United States Patent and Trademark Office, and (iii) the United States Copyright Office.

(4) SI Venture Fund II, L.P. hereby acknowledges and agrees that it will execute and deliver to the Borrower such additional documents as may be reasonably necessary to terminate any interest it has in the Collateral.

(5) This Release and Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut.

**[SIGNATURE PAGE FOLLOWS]**

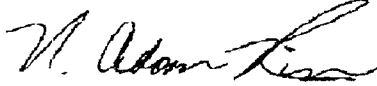
330917 v.01 Release and Reassignment 2

330917 v.01 Release and Reassignment 3

**IN WITNESS WHEREOF**, SI Venture Fund II, L.P. has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**SI VENTURE FUND II, L.P.**

By: SI Venture Management II, L.L.C.  
Its General Partner

By:   
Name: N. Adam Rin  
Its Managing Member

# SCHEDULE A

## Patents and Patent Applications

### Chart I: U.S. Registered Patents

Title	Reg. No.	Date Reg.	Application No. and Date	Inventors

### Chart II: U.S. Patents Filed and Pending

Ref#	Application Title	Serial No.	Type	Filing Date
MEDIDNA.028A	<u>CONTROLLED PROMOTION</u> - A SYSTEM AND METHOD OF OBFUSCATING DATA	09/456,778	Patent - US	08-Dec-99
MEDIADNA.028V PC	SYSTEM AND METHOD OF OBFUSCATING DATA	PCT/US99/29150, WO00/34845	Patent - PCT	08-Dec-99
MEDIDNA.046A	SYSTEM AND METHOD OF DYNAMICALLY GENERATING INDEX INFORMATION FOR A DATA OBJECT BASED UPON CLIENT PROVIDED SEARCH WORDS	09/456,792	Patent - US	08-Dec-99
MEDIDNA.047A	SYSTEM AND METHOD OF DYNAMICALLY CUSTOMIZING THE CONTENT OF A NETWORK ACCESSIBLE ELECTRONIC RESOURCE BASED UPON THE IDENTITY OF THE REQUESTOR	09/457,600	Patent - US	08-Dec-99
MEDIDNA.048A	SYSTEM AND METHOD OF DYNAMICALLY GENERATING AN ELECTRONIC DOCUMENT BASED UPON DATA ANALYSIS	09/456,784	Patent - US	08-Dec-99
MEDIDNA.049A	SYSTEM AND METHOD FOR DYNAMICALLY GENERATING INDEX INFORMATION	09/456,793	Patent - US	08-Dec-99
MEDIDNA.050A	SYSTEM AND METHOD OF PROVIDING MULTIPLE ITEMS OF INDEX INFORMATION FOR A SINGLE DATA OBJECT	09/456,777	Patent - US	08-Dec-99
	METHOD AND SYSTEM FOR ENHANCED WEB PAGE DELIVERY	09/945,575	Patent - US	30-Apr-01
	METHOD AND SYSTEM FOR ENHANCED WEB PAGE DELIVERY	US01/13934	Patent - PCT	30-Apr-01

<b>Ref#</b>	<b>Application Title</b>	<b>Serial No.</b>	<b>Type</b>	<b>Filing Date</b>
	SYSTEM AND METHOD OF DYNAMICALLY GENERATING AND ELECTRONIC DOCUMENT BASED UPON DATA ANALYSIS	99963053.6	Patent – EP	08-Dec-99

## Trademarks and Trademark Registrations

### Chart I: U.S. Registered Marks

Mark	Reg. No.	Date Reg.
INCEPTOR	2,548,366	3/12/02

### Chart II: U.S. Marks Filed and Pending

Mark	Serial No./ Reg. No.	Date Filed
INCEPTOR (stylized)	76/240,406	4/14/01
EXCEDIA (stylized)	76/240,407	4/14/01
EXCEDIA	76/240,405	4/14/01
Driving Conversion Marketing Inceptor (stylized)	76/240,404	4/14/01
Eluminator	75/866,404	12/6/99

### Chart III: International Marks Filed and Pending

Mark	Country	Ref. No.	Filing
INCEPTOR	UK	2258178	16-Jan-01
Eluminator	Europe	1692193	06-Jun-00
MEDIADNA *	Europe	E1388198	18-Nov-99
MEDIADNA *	Europe	E764621	09-Mar-98
MEDIADNA *	Europe	E699652	09-Dec-97

\* Marks owned by MediaDNA, Inc.

**Registered U.S. Copyrights:**

<b>Date</b>	<b>Description</b>	<b>Registration #</b>
8/25/98	MediaDNA Search Engine	TXu 871-728
12/18/00	MediaDNA Search Engine	TXu 956-871

**Unregistered Copyrights:**

The Assignor holds a copyright in its software, website and any written documentation.

**Pending Copyrights Applications:**