

03-31-2003

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Form PTO-1594 (Rev. 03/01) 3-26-03 RE  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

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

1. Name of conveying party(ies):

Oak Hill Emplanet Investors, L.P., FW Emplanet InInvestors, L.P. and FW Ventures VIII, L.P.

- 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 Release of Security Agreements
- Merger
- Change of Name

Execution Date: 04/09/2001

2. Name and address of receiving party(ies)

Name: Emplanet, Inc.

Internal Address: Suite 100A

Street Address: One Research Drive

City: Westborough State: MA Zip: 01581

- 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)

76/298766

B. Trademark Registration No.(s)

2553789

Additional number(s) attached  Yes  No

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

Name: Thomas F. Dunn, Esq.

Internal Address: Suite 205

Morse, Barnes-Brown & Pendleton, P.C.

Street Address: Reservoir Place

1601 Trapelo Road

City: Waltham State: MA Zip: 02451

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Thomas F. Dunn

Name of Person Signing

Signature

03/21/2003

Date

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

03/28/2003 EDDUPER 00000140 76298766

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

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

TRADEMARK  
REEL: 002702 FRAME: 0152

## RELEASE OF SECURITY AGREEMENTS

This Release of Security Agreements is made this 22<sup>nd</sup> day of April, 2002 by Oak Hill Emplanet Investors, L.P. ("OHEI"), FW Emplanet Investors, L.P. ("FWEI") and FW Ventures VIII, L.P. ("FW VIII", OHEI, FWEI and FW VIII, collectively the "Lenders").

WHEREAS, reference is made to that certain Collateral Grant of Security Interest of Patents and Trademarks dated April 9, 2001 ("PTO Security Agreement") granted by Emplanet, Inc. ("Borrower"), which was filed for recordation with the U.S. Patent and Trademark Office on April 17, 2002, and to that certain Copyright Security Agreement dated April 9, 2001 ("Copyright Security Agreement", the PTO Security Agreement and the Copyright Security Agreement, together, the "Security Agreements") for the benefit of FW VIII;

WHEREAS, in connection with the PTO Security Agreement, Borrower granted to FW VIII a security interest in certain intellectual property ("Intellectual Property Collateral," as defined in the PTO Security Agreement including that which is set forth in Exhibit 1 attached hereto) and in connection with the Copyright Security Agreement, Borrower granted to FW VIII a security interest in certain Copyright Collateral (as defined on the Copyright Security Agreement);

WHEREAS, FW VIII assigned to OHEI and FWEI pursuant to that certain Assignment of Notes dated as of June 29, 2001 all of its rights, title and interest in, among other things, all security for the payment of certain promissory Notes assigned pursuant to such Assignment including without limitation the Security Agreements; and

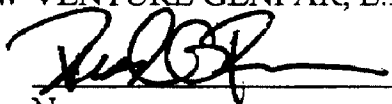
WHEREAS, Borrower has fully paid the indebtedness owing under the Security Agreements, and Lenders desire to release and discharge their security interest in the Intellectual Property Collateral and the Copyright Collateral;

Execution Copy

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Lenders hereby release and remit to Borrower any and all right, title and interest to their security interest in and to the Intellectual Property Collateral and Copyright Collateral.

IN WITNESS WHEREOF, Lenders, intending to be legally bound, duly execute this release by their duly authorized officers as of the day and year first above written.

**OAK HILL EMPLANET INVESTORS, L.P.**  
by FW VENTURE GENPAR, L.L.C., its general partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FW EMPLANET INVESTORS, L.P.,**  
by GROUP VI 31, L.L.C., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FW VENTURES VIII, L.P.**  
by FW GROUP GP, L.L.C.  
general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(print)  
Title: \_\_\_\_\_

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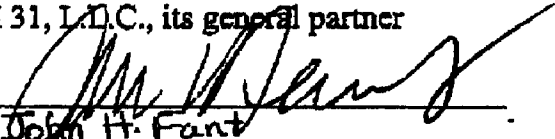
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Lenders hereby release and remit to Borrower any and all right, title and interest to their security interest in and to the Intellectual Property Collateral and Copyright Collateral.

IN WITNESS WHEREOF, Lenders, intending to be legally bound, duly execute this release by their duly authorized officers as of the day and year first above written.


**OAK HILL EMPLANET INVESTORS, L.P.**  
by FW VENTURE GENPAR, L.L.C., its general partner

By: \_\_\_\_\_  
Name:  
Title:

**FW EMPLANET INVESTORS, L.P.,**  
by GROUP VI 31, L.L.C., its general partner

By:   
Name: John H. Fant  
Title: Vice President

**FW VENTURES VIII, L.P.**  
by FW GROUP GP, L.L.C.  
general partner

By:   
Name: John H. Fant  
(print)  
Title: Vice President

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**EXHIBIT 1**

**INTELLECTUAL PROPERTY COLLATERAL**

**I Trademarks**

<u>Mark</u>	<u>Reg./Serial No.</u>	<u>Reg./Filing Date</u>
EMPLANET	2,553,789	3/26/02
EMPLOYEE POWER CENTER	76/298,766	8/8/01

**II Patents**

<u>Title</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Automated Retirement Plan Administration System	60/307,455	7/24/01
Benefits Plan Administration System	09/954,982	9/18/01
Content Management and Delivery System	60/343,789	11/1/01
Content Management and Delivery System	60/335,016	11/2/01

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