Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Battery Ventures VI, L.P.		108/01/2003 I	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Ximian, Inc.	
Street Address:	401 Park Drive, 3rd Floor West	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02215	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	
Registration Number:	2672926	
Registration Number:	2717821	
Registration Number:	2722194	

### **CORRESPONDENCE DATA**

Fax Number: (801)861-6904

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-861-6908

Email: ahanson@novell.com

Correspondent Name: Angie Hanson

1800 South Novell Place Address Line 1: Address Line 4: Provo, UTAH 84606

ATTORNEY DOCKET NUMBER: XIMIAN SECURITY ASSN

NAME OF SUBMITTER: Angie Hanson

Total Attachments: 4

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TRADEMARK **REEL: 002712 FRAME: 0425** 

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> TRADEMARK REEL: 002712 FRAME: 0426

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks ("Agreement") is made as of the date last written below by and between XIMIAN, INC., a Delaware corporation with its principal executive offices at 401 Park Drive, 3<sup>rd</sup> Floor West, Boston, MA 02215 (the "Company"), and BATTERY VENTURES VI, L.P., a Delaware limited partnership, as agent, with a principal place of business at 20 William Street, Suite 200, Wellesley, MA 02481 (the "Agent").

WHEREAS, the Company and the Agent entered into a Security Agreement dated February 13, 2003 (the "Security Agreement"), recorded in the U.S. Patent and Trademark Office, pursuant to which the Company granted the Agent a security interest in the trademarks and trademark registrations listed on Schedule I hereto (the "Trademarks"); and

WHEREAS, the Company and the Agent desire to terminate the Security Agreement and to execute and deliver to the Company all deeds, assignments, and other instruments as reasonably may be necessary to revest in the Company full title to the Trademarks, together with the goodwill of the business associated with and symbolized by such Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby relinquishes unto the Company the continuing security interest in and lien on the Trademarks, and otherwise assigns, grants, and conveys to the Company all right, title, and interest in and to said Trademarks and the goodwill of the business associated therewith and any and all rights the Agent may have in or to the Trademarks in order to revest in the Company full title to said Trademarks.

The Agent hereby represents and warrants that it has not assigned any interest in the Trademarks and has the unqualified right to enter into this release and perform its terms.

The Company hereby terminates the appointment of the Agent as the Company's attorney-in-fact.

The Company shall request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Release of Security Interest in Trademarks as of the date noted below.

BATTERY VENTURES VI, L.P.	XIMIAN, INC.
By: Scott R Token Title: Many Manager	By: Name: David Patrick Title: Chief Executive Officer
Date: 9/1/03	Date:
ACKNOW	/LEDGMENT
STATE OF massaulusens ) ss.	
COUNTY OF thrus to	

Then personally appeared before me the above-named Scan L. Townson of Battery Ventures VI, L.P., and stated that he executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing to be the free act and deed of said corporation.

WITNESS my hand and seal this \_\_\_\_ day of August, 2003.

Notary Public Juna W. O'Connen My commission expires: 3/6/2009

(Seal)

TRADEMARK

IN WITNESS WHEREOF, the parties hereto have executed this Release of Security Interest in Trademarks as of the date noted below.

BATTERY VENTURES VI, L.P.	XIMIAN, INC.
Ву:	Ву:
Name:	Name: David Patrick
Title:	Title: Chief Executive Officer
Date:	Date:
\$	
ACKN	OWLEDGMENT
STATE OF)	
COUNTY OF)s	S.
Then personally appeared before	me the above-named
of Battery Ventures VI, L.P., and stated	that he executed the foregoing instrument under
be the free act and deed of said corporat	d of Directors and acknowledged the foregoing to ion.
WITNESS my hand and seal this	s day of August, 2003.
	otary Public
M	y commission expires:
	/0 %
	(Seal)

TRADEMARK

## SCHEDULE I

to

Release of Security Interest in Trademarks
Between

Ximian, Inc. ("Company") and Battery Ventures VI, L.P. ("Agent")

# TRADEMARK REGISTRATIONS

Registration	No. Country	Registration Date	<u>Trademark</u>
2,672,926	U.S.		XIMIAN
<b>2,717,821</b> 2,722,194	U.S. U.S.	May 20, 2003 June 3, 2003	Monkey Logo XIMIAN EVOLUTION

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<del>-TRADEMARK</del>