

SUBSTITUTE FORM PTO 1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Meritage Private Equity Fund, L.P.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-Ohio <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Matrix NetSystems, Inc. 5001 Plaza by the Lake, Suite 300 Austin, Texas</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment)</p> <p>Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Reassignment and Release of Security Interest</u></p> <p>Execution Date: <u>November 12, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): Reg. No. 2,388,456 Reg. No. 2,435,672 Reg. No. 2,446,790</p>	<p>B. Trademark No.(s):</p> <p>Additional numbers attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Steven A. Nash, Esq. Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No.: <u>149315</u></p>	<p>6. Total number of applications and registrations involved: <u>11</u></p> <p>7. Total fee (37 CFR 3.41) \$<u>440.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>50-0573</u> (a duplicate copy of this page is attached)</p>
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DO NOT USE THIS SPACE

9. 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.

Steven A. Nash, PA Atty. ID 85.707
Name of Person Signing



Signature

November 13, 2003

Date

Total number of pages including cover sheet, attachments, and document: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
M.S. Box Assignments
Commissioner for Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

CH \$290.00 600673 76186236

Form PTO-1594

**CONTINUATION SHEET FOR
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

<p>1. Name of conveying party(ies):</p> <p>Meritage Private Equity Fund, L.P.</p>	<p>2. Name and address of receiving party:</p> <p>Matrix NetSystems, Inc. 5001 Plaza by the Lake Suite 300 Austin, Texas 78723</p>
<p>3. Nature of conveyance: Reassignment and Release of Security Interest</p>	
<p>4. A. Trademark Registration and Application Nos.:</p> <p>2,572,063 2,523,496 2,244,176 2,474,812 2,498,418 2,531,888 76/186,236 76/186,386</p>	

**REASSIGNMENT AND
ACKNOWLEDGMENT OF RELEASE OF SECURITY INTEREST**

This REASSIGNMENT AND ACKNOWLEDGEMENT OF RELEASE OF SECURITY INTEREST is made by Meritage Private Equity Fund, L.P., having a place of business at 1600 Wynkoop Street, Suite 300, Denver, Colorado ("Meritage") to Matrix NetSystems, Inc., a Delaware Corporation having a place of business at 5001 Plaza by the Lake, Suite 300, Austin, Texas ("Matrix", together with Meritage, the "Parties").

RECITALS

WHEREAS, on May 10, 2002, the Parties entered into an Amended and Restated Intellectual Property Security Agreement securing a loan to Matrix ("Security Agreement");

WHEREAS, on May 9, 2002, as collateral for the loan, Matrix executed a document entitled "Assignment of Trademarks and Service Marks (U.S.)", which was recorded, at Reel 2515, Frame 0622, against the trademarks listed in Appendix 1 (the "Trademarks") together with the Security Agreement, in which Matrix granted and intended to grant, and Meritage intended to receive, a security interest in and to the Trademarks, and Matrix executed a document entitled "Assignment of Patents (U.S.)", which was recorded, at Reel 012960, Frame 0568, against the patent applications listed in Appendix 2 (the "Patent Applications") together with the Security Agreement, in which Matrix granted and intended to grant, and Meritage intended to receive, a security interest in and to the Patent Applications, (the documents entitled "Assignment of Trademarks and Service Marks (U.S.)" and "Assignment of Patents (U.S.)" collectively being referred to as the "Security Interest Assignments");

WHEREAS, the Parties did not intend for the Security Interest Assignments to result in an outright assignment of Matrix's entire right, title and interest in and to the Trademarks or Patent Applications, the registrations thereof, the goodwill of the business associated therewith, or the right to sue or recover for damages associated therewith; and

WHEREAS, the Security Agreement was terminated and the security interest set forth therein was automatically released on April 4, 2003 upon the closing of a Business Combination and Funding Agreement, to which the Parties were also parties, the automatic release having been acknowledged by the Parties in a letter on the same day, attached as Appendix 3;

UNDERTAKING

NOW, THEREFORE, good and valuable consideration being extant, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:


1. To the extent any right, title and interest in and to the Trademarks and Patent Applications was assigned to Meritage pursuant to the Security Interest Assignments, Meritage assigns, effective as of April 4, 2003, all of its right, title and interest, if any, and surrenders any and all other interests it may have, in and to the Trademarks and Patent Applications to Matrix,

including without limitation, for the avoidance of doubt, all goodwill associated with and symbolized by such Trademarks; and

2. Meritage does hereby acknowledge the termination on April 4, 2003 of the Security Agreement and the release of the security interest in all of Matrix's intellectual property, including all right, title and interest of Matrix in and to the Intellectual Property Collateral, as defined in the Security Agreement, to secure the performance and observance of Matrix's obligations as set forth in the Security Agreement.

IN WITNESS WHEREOF, Meritage has caused this REASSIGNMENT AND ACKNOWLEDGEMENT OF RELEASE OF SECURITY INTEREST to be executed as of this 12th day of November, 2003.

MERITAGE PRIVATE EQUITY FUND, L.P.


By: 

Name: John R. Garrett

Title: Managing Director

(CORPORATE SEAL)

Witness:



Appendix 1
Trademark Registrations and Applications

Mark	Number, Date
MATRIX IQ	Registration No. 2,388,456, issued 9/19/00
MATRIX INTERNET QUALITY	Registration No. 2,435,672, issued 3/13/01
MIQ	Registration No. 2,446,790, issued 4/24/01
MATRIX INFORMATION AND DIRECTORY SERVICES, INC.	Registration No. 2,572,063, issued 5/21/02
MATRIX.NET	Registration No. 2,523,496, issued 12/25/01
MIDS INTERNET WEATHER REPORT	Registration No. 2,244,176, issued 5/11/99
INTERNET WEATHER REPORT	Registration No. 2,474,812, issued 8/7/01
MATRIX INSIGHT	Registration No. 2,498,418, issued 10/16/01
M AND DESIGN	Registration No. 2,531,888, issued 1/22/02
INTERNET SITUATION ROOM	App. Serial No. 76/186,236, filed 12/22/00
MATRIX.NET	App. Serial No. 76/186,386, filed 12/22/00

Appendix 2
Patent Applications

Title	Application Number	Filing Date	Attorney Ref. No.
Internet Performance System	09/834,333	April 13, 2001	9674-20US1
System for Quickly Collecting Operational Data for Internet Destinations	09/834,662	April 13, 2001	9674-21US1
Tracerouting a List of Internet Hosts	09/834,315	April 13, 2001	9674-23US1
Performance Measurement System for Large Computer Network	09/929,608	August 14, 2001	9674-20CI1
Unified Service Quality Index	60/351,115	January 23, 2002	9674-24PX1

Appendix 3

Meritage Private Equity Fund, L.P.
1600 Wynkoop, Suite 300
Denver, CO 80202-5919

April 4, 2003

Matrix NetSystems, Inc.

Re: Cancellation of those certain Promissory Notes dated January 7, 2003 and March 31, 2003 from Matrix NetSystems, Inc. ("Company") to Meritage Private Equity Fund, L.P. ("Meritage") in the principal amounts of \$1,265,000.00 and \$234,000, respectively (the "Notes") and Termination of that certain Security Agreement, dated January 7, 2003, between Meritage and the Company and that certain Intellectual Property Security Agreement dated January 7, 2003, between Meritage and the Company (each a "Security Agreement" and collectively, the "Security Agreements")

Ladies and Gentlemen:

You have advised us that you wish to terminate the Notes and all security interests created in connection therewith. We have been requested to acknowledge our agreement to such terminations on the terms and conditions set forth herein.

Upon the closing of the Business Combination and Funding Agreement, dated as of April 4, 2003, by and among A/M Combination, Inc., the Company, Alignment Software Inc., Mobius Technology Ventures VI, L.P. and certain of its affiliates and Meritage and certain of its affiliates (the "Combination Agreement"), the Notes and Security Agreements shall be terminated and of no further force and effect and paid in full, and all other obligations of the Company under the Notes and the Security Agreements shall be satisfied in full, except for any indemnification provisions that by the terms of the Notes and the Security Agreements survive the termination of such agreements. Except as set forth above, the Company shall be released and discharged from any and all obligations under the Notes and Security Agreements, including without limitation, all security interests, mortgages, liens, encumbrances and pledges in favor of Meritage under the Notes. Each Security Agreement shall be automatically released without the need for further action on the part of the Company and shall be terminated and of no further force and effect.

Upon closing of the Combination Agreement, Meritage agrees to execute, deliver and file any and all necessary termination statements, including without limitation any UCC-3 filings, and shall procure, execute, deliver and file all further instruments and documents, and take any other actions, as may be reasonably requested by the Company in order to evidence the consummation of the termination contemplated hereby.

This letter may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. This letter agreement shall be governed by Colorado law.

Very truly yours,

MATRIX NETSYSTEMS, INC.

John Thornborrow, Secretary and
Chief Financial Officer

Accepted By

MERITAGE PRIVATE EQUITY FUND, L.P.

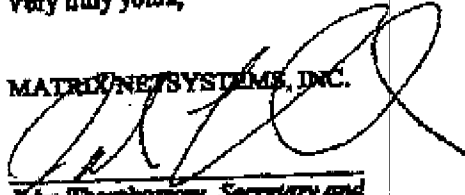
By: Meritage Investment Partners, LLC
General Partner

By: 
John Garrett, Principal

This letter may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. This letter agreement shall be governed by Colorado law.

Very truly yours,

MATRIX/NE/SYSTEMS, INC.



*John Thornborrow, Secretary and
Chief Financial Officer*

Accepted By

MERITAGE PRIVATE EQUITY FUND, L.P.

By: Meritage Investment Partners, LLC
General Partner

By: 
John Garrett, Principal

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