

FORM PTO-1594
(Rev. 3/01)

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Teltier Technologies, Inc.

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

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

2. Name and address of receiving party(ies):

Name: **St. Paul Venture Capital VI, LLC**

Internal Address: **Suite 550**

Street Address: **10400 Viking Drive**

City: **Eden Prairie** State: **MN** ZIP: **55344**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State
 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) of receiving party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Termination Agreement

Execution Date(s): **November 17, 2003**

4. Application number(s) or trademark number(s):

A. Trademark Application No(s).

76/243,269 76/244,913
76/243,270 76/243,268
76/244,915
76/244,914

Additional numbers attached? Yes No

B. Trademark No(s)

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

Name: **Christopher R. Hillberg, Oppenheimer Wolff & Donnelly LLP**
 Internal Address: **3300 Plaza VII Building**
 Street Address: **45 South Seventh Street**
 City: **Minneapolis** State: **MN** ZIP: **55402**
 Our File No.: **13734-198**

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

7. Total Fee (37 CFR 3.41) \$165.00.

Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
50-1901
 (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.

Christopher R. Hillberg, Reg. No. 48,740 *Christopher R. Hillberg* *November 24 2003*
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **12**
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$165.00 501901 76243269

ADDITIONAL RECEIVING PARTIES

CIR Ventures, L.P.
505 Hamilton Avenue, Suite 210
Palo Alto, CA 94301

CIR Ventures Affiliates, L.P.
505 Hamilton Avenue, Suite 210
Palo Alto, CA 94301

NJTC Venture Fund, L.P.
1001 Briggs Road, Suite 280
Mount Laurel, NJ 08054

Convergence Investments Limited BVI
8 De Castro Street
Wickhams Cay I
Road Town, Tortola
British Virgin Islands

TERMINATION AGREEMENT

Intellectual Property Security Agreement

This AGREEMENT is entered into effective as of November 17, 2003, by and among Teltier Technologies, Inc., a Delaware corporation (the "Company"), and the lenders set forth on the signature pages hereto (each a "Secured Party" and collectively the "Secured Parties").

WHEREAS, the parties hereto are all parties to that certain Intellectual Property Security Agreement, dated as of May 30, 2003, granting a security interest in the patents and trademarks described on Exhibit A and Exhibit B, respectively (the "IP Security Agreement");

WHEREAS, the IP Security Agreement was executed by the parties hereto in conjunction with the issuance by the Company to the Secured Parties of certain Bridge Notes dated as of May 30, 2003 (the "May Bridge Notes") and the extension of the maturity date of certain Convertible Promissory Notes dated as of October 16, 2002 in favor of each of the Secured Parties in the aggregate original principal amount of up to \$2,000,000 (the "Convertible Notes") and any future obligations the Company may owe the Secured Parties;

WHEREAS, since the execution of the IP Security Agreement, the Company issued to the Secured Parties certain Bridge Notes dated as of September 10, 2003 (the "September Bridge Notes") and issues as of the date hereof certain Demand Notes (the "Demand Notes," collectively, with the May Bridge Notes, Convertible Promissory Notes, and September Bridge Notes, hereinafter referred to as the "Secured Notes");

WHEREAS, the Company has proposed to merge with and into TTI Merger Corp., a Delaware corporation and a wholly-owned subsidiary of dynamicsoft Inc., a Delaware corporation, in connection with a certain Agreement of Merger (the "Agreement of Merger") dated of even date herewith, pursuant to which the Secured Parties will receive certain consideration as set forth in the Agreement of Merger;

WHEREAS, at the Effective Time (as defined in the Agreement of Merger), all obligations of the Company owed to the Secured Parties shall be deemed satisfied in full;

WHEREAS, there being no further obligations to secure, the Secured Parties now wish to terminate the IP Security Agreement effective as of the Effective Time;

WHEREAS, the termination of the IP Security Agreement and the release of all liens in connection therewith are conditions precedent to the closing of the transactions contemplated by the Agreement of Merger; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of IP Security Agreement. The IP Security Agreement is hereby terminated and cancelled in its entirety effective as of the Effective Time, and shall be of no further force and effect as of the Effective Time.

2. Release of Liens. The Secured Parties hereby release all security interests and liens subject to the IP Security Agreement, including their security interests and liens in the patents and trademarks described on Exhibit A and Exhibit B, respectively (the "Release"). Promptly following the Effective Time, the Secured Parties shall take any and all actions reasonably necessary to evidence the Release, including, without limitation, the execution and delivery in a form suitable for filing of terminations to any UCC-1 financing statements filed in favor of the Secured Parties pursuant to the IP Security Agreement and the termination of any security interests of record with the U.S. Patent and Trademark Office. Without limiting the foregoing, the Secured Parties hereby authorize the filing by the Company of any UCC-3 termination statements on their behalf with respect to any UCC-1 financing statements filed in favor of the Secured Parties pursuant to the IP Security Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal and substantive laws of the State of Delaware (without reference to the conflicts of law provisions thereof or of any other jurisdiction that would result in the application of the laws of any other jurisdiction).

4. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and may be amended or superseded only by a writing executed by the parties.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

TERMINATION AGREEMENT

Intellectual Property Security Agreement

Counterpart Signature Page

IN WITNESS WHEREOF, the parties have duly executed this Termination Agreement as a sealed instrument as of the date first above written.

COMPANY:

TELTIER TECHNOLOGIES, INC.

By: 

Sharad Sharma, President

THE SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC MANAGEMENT VI, LLC

Its: Managing Member

By: _____
Name:
Title:

CIR VENTURES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: _____
Name: Giacomo Marini
Title: Managing Member

CIR VENTURES AFFILIATES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: _____
Name: Giacomo Marini
Title: Managing Member

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COMPANY:


TELTIER TECHNOLOGIES, INC.

By: _____
Sharad Sharma, President

THE SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC MANAGEMENT VI, LLC
Its: Managing Member

By: 
Name: *RODERICK K. RANDALL*
Title: *MANAGING DIRECTOR*

CIR VENTURES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: _____
Name: Giacomo Marini
Title: Managing Member

CIR VENTURES AFFILIATES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: _____
Name: Giacomo Marini
Title: Managing Member

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TELTIER TECHNOLOGIES, INC.

By: _____
Sharad Sharma, President

THE SECURED PARTIES:

ST. PAUL VENTURE CAPITAL VI, LLC

By: SPVC MANAGEMENT VI, LLC

Its: Managing Member

By: _____
Name:
Title:

CIR VENTURES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: *Giacomo Marini*
Name: Giacomo Marini
Title: Managing Member

CIR VENTURES AFFILIATES, L.P.

By CIR Ventures Management Co., L.L.C.,
its General Partner

By: *Giacomo Marini*
Name: Giacomo Marini
Title: Managing Member

TERMINATION AGREEMENT

Intellectual Property Security Agreement

Counterpart Signature Page

NJTC VENTURE FUND, L.P.

By: Joseph Falkenstein

Name: Joseph Falkenstein

Title: Managing Member
NJTC Partners, SBIC LLC

General Partner of
NJTC Venture Fund, SAK, LP

CONVERGENCE INVESTMENTS LIMITED BVI

By: _____

Name:

Title:

TERMINATION AGREEMENT

Intellectual Property Security Agreement

Counterpart Signature Page

NJTC VENTURE FUND, L.P.

By: _____
Name:
Title:

CONVERGENCE INVESTMENTS LIMITED BVI

By: Giacomo Marini
Name: GIACOMO MARINI
Title: BY PROXY

EXHIBIT A**UNITED STATES PATENTS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
METHOD AND SYSTEM FOR SUPPORTING RENDEZVOUS BASED INSTANT GROUP CONFERENCING AMONG MOBILE USERS	60/378,379	May 7, 2002
METHOD AND SYSTEM FOR SUPPORTING NON-INTRUSIVE AND EFFECTIVE VOICE COMMUNICATION AMONG MOBILE USERS.	60/378,378	May 7, 2002
METHOD AND SYSTEM FOR SUPPORTING DIFFERENTIATED NETWORK SERVICE FOR MOBILE CUSTOMERS AND APPLICATIONS	10/289,169	November 6, 2002
A MECHANISM TO ENFORCE AVAILABILITY PREFERENCES AND NEEDS OF USER RESOURCES HOSTED BY TELECOMMUNICATION NETWORKS	10/289,146	November 6, 2002
METHOD AND SYSTEM FOR SUPPORTING RENDEZVOUS BASED INSTANT GROUP CONFERENCING AMONG MOBILE USERS	10/XXX,XXX	May 7, 2003
METHOD AND SYSTEM FOR SUPPORTING NON-INTRUSIVE AND EFFECTIVE VOICE COMMUNICATION AMONG MOBILE USERS	10/XXX,XXX	May 7, 2003

EXHIBIT B**UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TELTIER TECHNOLOGIES in Class 42; .	76/243,269	April 18, 2001
TELTIER TECHNOLOGIES in Class 9	76/243,270	April 18, 2001
TELTIER in Class 9	76/244,915	April 18, 2001
TELTIER in Class 42	76/244,914	April 18, 2001
TELTIER, pending in Class 42. .	76,244,913	April 18, 2001
TELTIER TECHNOLOGIES, pending in Class 42	76/243,268	April 18, 2001

Schedule I

St. Paul Venture Capital VI, LLC
Suite 550
10400 Viking Drive
Eden Prairie
Minnesota 55344

CIR Ventures, L.P.
505 Hamilton Avenue, Suite 210
Palo Alto, CA 94301

CIR Ventures Affiliates, L.P.
505 Hamilton Avenue, Suite 210
Palo Alto, CA 94301

NJTC Venture Fund, L.P.
1001 Briggs Road, Suite 280
Mount Laurel, New Jersey 08054

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8 De Castro Street
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