

08-11-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



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

Tab settings

102520721

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

1. Name of conveying party(ies):

Battery Ventures VI, L.P.

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

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

2. Name and address of receiving party(ies)

Name: Ximian, Inc.

Internal

Address:

Street Address: 401 Park Drive, 3rd Floor West

City: Boston State: MA Zip: 02215

- 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 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 08/04/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,672,926;

2,717,821; and 2,722,194

Additional number(s) attached Yes No

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

Name: Elizabeth A. Walker

Internal Address: Testa, Hurwitz & Thibault LLP

Street Address: 125 High Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth A. Walker

Name of Person Signing

Signature

August 5, 2003

Date

5

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

08/08/2003 ECOOPER 00000203 2672926

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

01 FC:0521 02 FC:0522

40.00 OP 50.00 OP

TRADEMARK REEL: 002798 FRAME: 0447

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, 3rd 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.

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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. Tolan
Name: SCOTT R TOLAN
Title: Member Manager

By: _____
Name: David Patrick
Title: Chief Executive Officer

Date: 8/1/03

Date:

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SULLY)

Then personally appeared before me the above-named SCOTT R. TOLAN 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 1st day of August, 2003.

[Signature]
Notary Public JOHN M. O'CONNOR
My commission expires: 3/6/2009



(Seal)

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: _____

By: 

Name:

Name: David Patrick

Title:

Title: Chief Executive Officer

Date:

Date: August 4, 2003

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

Then personally appeared before me the above-named _____ 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

My commission expires: _____

(Seal)