

09-17-2003



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

RECO TF

102554067

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

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

1. Name of conveying party(ies): 9-15-03 SI Venture Fund II, L.P.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release and Reassignment

Execution Date: 8/29/2003

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

Internal Address: Suite 300

Street Address: 4 Clock Tower Place

City: Maynard State: MA Zip: 01754

- 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) 75/866,404

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Sallie Brainard

Internal Address: Choate, Hall & Stewart

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. David J. Brown Name of Person Signing

Signature

Date 9

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

09/16/2003 LMUELLER 00000344 75866404

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

01 FC:8521

40.00 DP

TRADEMARK REEL: 002826 FRAME: 0039

Additional Conveying Parties

(2) Crossbow Venture Partners, L.P. , a Delaware limited partnership

(3) MI-2 Capital LLC, a Delaware limited liability company

RELEASE AND REASSIGNMENT

This **RELEASE AND REASSIGNMENT** is made this 29th day of August, 2003 by **SI VENTURE FUND II, L.P., CROSSBOW VENTURE PARTNERS, L.P. and MI-2 CAPITAL LLC.**

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of May 27, 2003 (the "Purchase Agreement"), by and among **INCEPTOR, INC.**, a Delaware corporation having its principal place of business at 4 Clock Tower Place, Suite 300, Maynard, Massachusetts 01754 ("Borrower") and **SI VENTURE FUND II, L.P.** ("SI Venture") a Delaware limited partnership with a place of business at 12600 Gateway Blvd., Fort Myers, Florida 33913, **CROSSBOW VENTURE PARTNERS, L.P.** ("Crossbow") a Delaware limited partnership with a place of business at One North Clematis Street, Suite 510, West Palm Beach, Florida 33401-5523, and **MI-2 CAPITAL LLC** ("MI-2 Capital"), a Delaware limited liability company with a place of business at 470 Main Street, Suite 315, Ridgefield, Connecticut 06877 (SI Venture, Crossbow and MI-2 Capital, collectively, the "Lender"), the Lender made certain loans and other financial accommodations (the "Loans") to Borrower. Capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Borrower granted to the Lender a security interest in the Collateral (including without limitation all of the Borrower's patents, patent applications, trademarks, service marks, trademark and service mark registrations, trademark and service mark registration applications, copyrights, copyright registrations, and copyright applications listed on Schedule A (attached hereto), all to secure the payment and performance of the Secured Obligations.

As security for payment and performance of the Secured Obligations (as defined in the Security Agreement) the Borrower executed (i) the Security Agreement, (ii) the Trademark Collateral Assignment and Security Agreement, (iii) the Assignment of Trademarks and Service Marks (U.S.), (iv) the Copyright Collateral Assignment and Security Agreement, and (vii) the Assignment of Copyrights, each dated as of May 27, 2003, pursuant to which Borrower granted a security interest to Lender in and to the Collateral (including without limitation the Patent Collateral (as such term is defined in the Patent Collateral Assignment and Security Agreement), the Trademark Collateral (as such term is defined in the Trademark Collateral Assignment and Security Agreement), and the copyright Collateral (as such term is defined in the Copyright Collateral Assignment and Security Agreement)) (collectively the "Security Documents"); and

WHEREAS, the Secured Obligations have been fully satisfied and, therefore, Borrower has requested that Lender release its security interest in the Collateral and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

(1) Lender hereby releases its security interest and terminates all of its right, title and interest in all of the Collateral arising pursuant to the Security Documents, including without limitation, the patents, patent applications, trademarks and trademark applications, and copyrights and copyright applications listed on Schedule A, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and the goodwill of Borrower's business connected with and symbolized by the Trademarks.

(2) Lender hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking all rights, title and interest, in and to the Collateral.

(3) Lender hereby irrevocably authorizes the filing of any necessary termination financing statements in (i) any filing office in any Uniform Commercial Code jurisdiction in which any initial financing statements and amendments thereto have been previously filed with respect to the Collateral, (ii) the United States Patent and Trademark Office, and (iii) the United States Copyright Office.

(4) Lender hereby acknowledges and agrees that it will execute and deliver to the Borrower such additional documents as may be reasonably necessary to terminate any interest it has in the Collateral.

(5) This Release and Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

SI VENTURE FUND II, L.P.

By: SI Venture Management II, L.L.C.
its General Partner

By: 
N. Adam Rin, Its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name: Ravi Ugale
Title: Vice-President

MI-2 CAPITAL LLC

By: _____
Name: William R. Bernstein
Title: Authorized Person

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

SI VENTURE FUND II, L.P.

By: SI Venture Management II, L.L.C.
its General Partner

By: _____
N. Adam Rin, Its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: Ravi Ugale
Name: Ravi Ugale
Title: Vice-President

MI-2 CAPITAL LLC

By: _____
Name: William R. Bernstein
Title: Authorized Person

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

SI VENTURE FUND II, L.P.


By: SI Venture Management II, L.L.C.
its General Partner

By: _____
N. Adam Rin, Its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name: Ravi Ugale
Title: Vice-President

MI-2 CAPITAL LLC

By:  _____
Name: William R. Bernstein
Title: Authorized Person

SCHEDULE A

Trademarks and Trademark Registrations

Chart I: U.S. Registered Marks – Owner is Inceptor Inc.

Mark	Reg. No.	Date Reg.	Class	Goods or Services	Next Action and Date
INCEPTOR	2,548,366	3/12/02	9	Software for maximizing the acquisition and management of traffic through websites	
INCEPTOR (stylized)	2,647,000	11/5/02	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	
WORD OF NET*	2,519,471	12/18/01	35	business marketing consulting services provided via a global computer network for others, namely, providing marketing consulting services for companies doing business via a global computer network	

* Ownership is unclear. The assignment from Word of Net Acquisition Corporation to Inceptor, Inc. was recorded at the USPTO. However, the assignment from Word of Net, Inc. to Word of Net Acquisition Corporation was not recorded at the USPTO.

Chart II: U.S. Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA (stylized)	76/240,407	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 12/03/02 Notice of Allowance Issued

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA	76/240,405	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 7/05/02 opposition filed by Expedia, Inc. still pending
Driving Conversion Marketing Inceptor (stylized)	76/240,404	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 11/19/02 Notice of Allowance Issued
Eluminator	75/866,404	12/6/99	9, 42	Computer software used to promote digital content through search engines, by retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network; computer services, namely, providing owners of digital content with the services of retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network through search engines	Intent to Use application; 7/30/02 Notice of Allowance Issued; 1/31/03 Abandoned

Chart III: International Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Country	Ref. No.	Class	Status	Filing
INCEPTOR	UK	2258178	9	Examined	16-Jan-01
Eluminator*	Europe	1692193	9, 38, 42	Registered	06-Jun-00
MEDIADNA **	Europe	E1388198	9, 35, 42	Registered	18-Nov-99
MEDIADNA **	Europe	E764621	9, 35, 42	Registered	09-Mar-98
MEDIADNA **	Europe	E699652	9	Registered	09-Dec-97

*This registration was assigned to Inceptor, Inc., but the assignment was not recorded.

**These marks were not assigned to Inceptor, Inc. and are owned by MediaDNA, Inc.