

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Fleet National Bank

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination of Security Agreement

Execution Date: 5/17/04

2. Name and address of receiving party(ies)

Name: Quallaby North America, Inc. (f/k/a Acanthe Software Corporation), predecessor Internal to Quallaby Corporation

Address: Street Address: 59 Composite Way

City: Lowell State: MA Zip: 01854

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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)

B. Trademark Registration No.(s) 2,279,397 2,283,866

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy. Suite 1007

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

Signature

6/9/04 Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$65.00 193545 2279397

TERMINATION OF SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, Quallaby North America, Inc. (f/k/a Acanthe Software Corporation), predecessor to Quallaby Corporation, a Delaware corporation, located at 59 Composite Way, Lowell, Massachusetts 01854 (the "Company") and Fleet National Bank ("Old FNB"), predecessor to Fleet National Bank, a National Banking Association, located at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") entered into a certain Security Agreement (Trademarks) (the "First Agreement"), dated as of June 7, 1999 which was recorded on July 7, 1999 in the United States Patent and Trademark Office at Reel 1925 and Frame 0186, that by its terms granted Old FNB a security interest in certain Trademarks listed in Schedule A (the "Trademarks") together with the goodwill of the business associated with and symbolized by such Trademarks;

WHEREAS, Quallaby North America, Inc. (f/k/a Acanthe Software Corporation), predecessor to Quallaby Corporation, a Delaware corporation, located at 59 Composite Way, Lowell, Massachusetts 01854 (the "Company") and Fleet National Bank, a National Banking Association, successor to Fleet National Bank ("Old FNB") located at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") entered into a certain Security Agreement (Trademarks) (the "Second Agreement"), dated as of April 7, 2000, which was recorded in the United States Patent and Trademark Office on July 14, 2000 at Reel 2108 and Frame 0148, that by its terms granted the Bank a security interest in certain Trademarks listed in Schedule A (the "Trademarks") together with the goodwill of the business associated with and symbolized by such Trademarks;

WHEREAS, the Security Agreements provide that the Bank shall execute and deliver to the Company a termination of all security interests granted by Company upon the payment and full performance in full of all obligations incurred under the loan agreements; and

WHEREAS, the Company has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the parties hereto agree that the Bank hereby reassigns to the Company the interest in the Trademarks listed on Exhibit A attached hereto in which the Bank was granted a security interest under the Security Agreement. The Bank also hereby releases its security interest in the Trademarks listed in Exhibit A attached hereto. The Bank further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Company, to effectuate this termination.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Trademark Termination Agreement as of the date of execution, this 17th day of May, 2004.

FLEET NATIONAL BANK

Thomas W. Davies

Name: Thomas W. Davies
Title: Senior Vice President

County of Suffolk)
State of Mass.)

Then personally appeared the above named Thomas Davies and acknowledged the foregoing act to be his/her free act and deed, before me, this 17th day of May, 2004.

Susan Koulouris
Notary Public Susan Koulouris
My commission expires: 7-16-10



Exhibit A

Mark	Country	Reg. No.	Reg. Date
PROVISO	United States	2279397	09/21/99
QUALLABY	United States	2283866	10/05/99