

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination of Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Castile Ventures, L.P.		08/16/2004	LIMITED PARTNERSHIP: DELAWARE
3i Technology Partners L.P.		08/16/2004	LIMITED PARTNERSHIP: DELAWARE
Draper Fisher Jurvetson Gotham Venture Fund, L.P.		08/16/2004	LIMITED PARTNERSHIP: DELAWARE
Draper Fisher Jurvetson Gotham Investments, L.L.C.		08/16/2004	Limited Liability Company: DELAWARE
NJTC Venture Fund, L.P.		08/16/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Quantiva, Inc.
Street Address:	100 Village Boulevard
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2656969	QUANTIVA
Registration Number:	2494169	QUANTIVA

CORRESPONDENCE DATA	
Fax Number:	(617)248-7100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	tadmin@tht.com
Correspondent Name:	Heather E. Balmat
Address Line 1:	Testa, Hurwitz & Thibault
Address Line 2:	125 High Street

OP \$65.00 2656969

Address Line 4: Boston, MASSACHUSETTS 02110-2704

ATTORNEY DOCKET NUMBER:

QUA-601, QUA-601A

NAME OF SUBMITTER:

Heather E. Balmat

Total Attachments: 8

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QUANTIVA, INC.

SECURED CONVERTIBLE PROMISSORY NOTE
AMENDMENT AND TERMINATION AGREEMENT

This Secured Convertible Promissory Note Amendment and Termination Agreement (this "Agreement"), is entered into as of August 16, 2004, by and among Quantiva, Inc., a Delaware corporation (the "Company"), and the undersigned holders of Secured Convertible Promissory Notes (the "Noteholders") in the aggregate principal amount of \$2,500,000, issued by the Company on September 25, 2003 and October 27, 2003 (the "Secured Notes"), representing at least 66 2/3% of the aggregate principal amount outstanding under the Secured Notes. Capitalized terms not defined herein shall have the meanings assigned to them in the Secured Notes.

WHEREAS, the Company and certain existing Noteholders are entering into a Series C Convertible Participating Preferred Stock Purchase Agreement, dated of even date herewith (the "Series C Purchase Agreement"), whereby such Noteholders will purchase and the Company will sell shares of its designated Series C Convertible Participating Preferred Stock, par value \$0.01 per share (the "Series C Stock"); and

WHEREAS, as a condition to the closing of the sale of the Series C Stock under the Series C Purchase Agreement, the Company and the Noteholders are entering into this Agreement for the purposes specified herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Conversion of Secured Notes.

(a) The undersigned Noteholders each hereby agree, pursuant to and in accordance with Section 12 of the Secured Notes, that notwithstanding anything to the contrary contained in the Secured Notes, effective immediately upon the consummation of the first sale of the Company's Series C Stock pursuant to the terms of the Series C Purchase Agreement (the "Closing"), the then outstanding principal amount of each Secured Note, together with accrued interest thereon, as set forth on Exhibit A hereto, shall immediately convert into the number of shares of the Company's newly designated Series B Convertible Participating Preferred Stock, \$0.01 par value per share ("Series B Stock") as set forth opposite each Noteholder's name on Exhibit A.

(b) Upon conversion of the Secured Notes the Company shall promptly issue and deliver to each Noteholder a certificate or certificates representing the number of shares of Series B Stock set forth opposite such Noteholder's name on Exhibit A hereto, registered in the name of such Noteholder. The Company represents to each Noteholder that this Agreement has been duly authorized by all necessary corporate action, and that all shares of Series B Stock, when issued upon conversion of the Secured Notes, and the shares of Common Stock issuable upon conversion of such shares of Series B Stock, have been duly and validly reserved and authorized for issuance and, when issued, will be fully paid and nonassessable and free of any liens, preemptive rights, rights of first refusal or similar rights.

(c) The Noteholders hereby acknowledge and agree that the provisions of this Section 1 shall be deemed an amendment to the Secured Notes for all purposes and shall be binding on all holders of Secured Notes pursuant to the terms thereof.

2. Amendments to Securities and Exchange Agreement. Effective immediately upon the Closing, Article VI of the Securities and Exchange Agreement, dated as of September 25, 2004, as amended, by and among the Company and the Noteholders, is hereby terminated and of no further force or effect.

3. Termination of Security Agreement. Effective immediately upon the Closing, the Amended and Restated Security Agreement, dated as of September 25, 2003, as amended, by and among the Company and the Noteholders, is hereby terminated and of no further force or effect, including without limitation the security interest granted by the Company to the Noteholders contained therein.

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

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without reference to conflicts of laws provisions).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Noteholders have executed this Secured Convertible Promissory Note Amendment and Termination Agreement as of the day and year first above written.

THE COMPANY:

QUANTIVA, INC.

By: 
Name: Z. Alan Fink
Title: President

NOTEHOLDERS:

CASTILE VENTURES, L.P.
By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.
By: 3i Technology Associates LLC
Its General Partner
By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM VENTURE FUND, LP

By: _____
Name:
Title:

Signature Page to
Secured Convertible Promissory Note Amendment
and Termination Agreement

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By: _____
Name: Z. Alan Fink
Title: President

NOTEHOLDERS:

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By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.
By: 3i Technology Associates LLC
Its General Partner
By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM VENTURE FUND, LP

By: _____
Name:
Title:

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QUANTIVA, INC.


By: _____
Name: Z. Alan Fink
Title: President

NOTEHOLDERS:

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By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.
By: 3i Technology Associates LLC
Its General Partner
By: 3i Technology Corporation
Managing Member

By:  _____
Name: Mikko Suonenlaha
Title: Vice President

DRAPER FISHER JURVETSON GOTHAM VENTURE FUND, LP

By: _____
Name:
Title:

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THE COMPANY:

QUANTIVA, INC.

By: _____
Name: Z. Alan Fink
Title: President

NOTEHOLDERS:

CASTILE VENTURES, L.P.
By: Castile Partners, LLC
Its General Partner

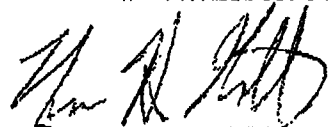
By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.
By: 3i Technology Associates LLC
Its General Partner
By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM VENTURE FUND, LP


x

By: 
Name: Ross H. Goldstein
Title: Managing Member

Signature Page to
Secured Convertible Promissory Note Amendment
and Termination Agreement

X

DRAPER FISHER JURVETSON GOTHAM INVESTMENTS, LLC

By: 
Name: ROSS H. GOLDSTEIN
Title: MANAGING MEMBER

NJTC VENTURE FUND, L.P.

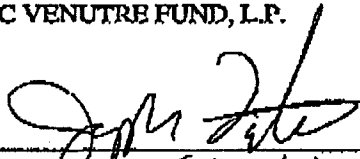
By: _____
Name:
Title:

Signature Page to
Secured Convertible Promissory Note Amendment
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DRAPER FISHER JURVETSON GOTHAM INVESTMENTS, LLC

By: _____
Name:
Title:

NJTC VENUTRE FUND, L.P.

By: 
Name: Joseph Falkenstein
Title: Managing Member

Signature Page to
Secured Convertible Promissory Note Amendment
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