

Form PTO-1594 (rev 06/04) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**  
Hudson Venture Partners II, L.P.

Individual(s)                       Association  
 General Partnership     Limited Partnership  
 Corporation  
 Other

Citizenship Delaware

Execution Date(s) November 12, 2004

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

**2. Name and Address of receiving party(ies)**  
Additional name(s) & address(es) attached?  Yes  No

Name: Centor Software Corporation

Internal Address: 20 Fairbanks  
Street Address: Suite 198

City: Irvine  
State: California  
Country: USA Zip: 92618

Association - Citizenship \_\_\_\_\_  
 General Partnership - Citizenship \_\_\_\_\_  
 Limited Partnership - Citizenship \_\_\_\_\_  
 Corporation - Citizenship California  
 Other \_\_\_\_\_  
 Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment                       Merger  
 Security Agreement             Change of Name  
 Government Interest Assignment  
 Other **Release of Lien on and Security Interest in Certain Trademarks**

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

A. Trademark Application No(s).  
**76396763    76103359    76103358**  
**76396342**

B. Trademark Registration No(s).  
**2638155    2879823    2780750**  
**2801073    2975739    2770108**  
**2795738    2787602**

Additional numbers attached?  Yes  No

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

Bruce Goldner, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-2972  
Fax: (917) 777-2972  
bgoldner@skadden.com

**6. Total number of applications and registrations involved:** 12

**7. Total fee (37 CFR 1.21(h) and 3.41) \$ 315**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 082020/3)

**8. Payment Information**

Deposit Account No. 19-2385  
Authorized user Name: Faith C. Robinson

**9. Signature.** 

Signature  
Bruce Goldner, Esq.  
Name of Person Signing

Date November 15, 2004

Total number of pages including cover sheet, and documents: 5

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**RELEASE OF LIEN ON AND  
SECURITY INTEREST IN CERTAIN TRADEMARKS**

This **RELEASE OF LIEN ON AND SECURITY INTEREST IN CERTAIN TRADEMARKS**, dated as of November 12, 2004, is given by Hudson Venture Partners II, L.P., a Delaware limited partnership having its principal place of business at 660 Madison Avenue, 14th Floor, New York, New York 10021 ("Hudson"), acting in its capacity as Collateral Agent for Libertyview Equity Partners SIBC L.P., a Delaware limited partnership ("LibertyView"), Walden Capital Partners, L.P., a Delaware limited partnership ("WCG"), and Harvest Centor LLC, a Delaware limited liability company ("Harvest") in favor of Centor Software Corporation, a California corporation ("Centor"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Third Amended and Restated Collateral Agency Agreement dated as of July 9, 2002 among Hudson, LibertyView, WCG, and Harvest.

**WHEREAS**, pursuant to the Third Amended and Restated Agreement (Trademark) dated as of July 9, 2002 between Centor and Hudson, acting in its capacity as Collateral Agent for Hudson, LibertyView, WCG, and Harvest (the "Trademark Agreement"), to secure all of the Secured Obligations, Centor mortgaged, pledged, and assigned to Hudson, and granted to Hudson, in each case, on behalf of Hudson, LibertyView, WCG, and Harvest, a continuing security interest in the Trademark Collateral (as that term is defined in the Trademark Agreement), including the Trademarks (as that term is defined in the Trademark Agreement) listed on Schedule A hereto;

**WHEREAS**, the Trademark Agreement was recorded in the United States Patent and Trademark Office on July 22, 2002 at Reel 002604, Frame 0015;

**WHEREAS**, Hudson, acting in its capacity as Collateral Agent for Hudson, LibertyView, WCG, and Harvest, has agreed to release Centor's mortgage, pledge, assignment, and grant of a continuing security interest in the Trademark Collateral, including the Trademarks listed on Schedule A hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hudson, acting in its capacity as Collateral Agent for Hudson, LibertyView, WCG, and Harvest, hereby releases Centor's mortgage, pledge, assignment, and grant of a continuing security interest and any other lien, right, title or interest in the Trademark Collateral, including the Trademarks listed on Schedule A hereto to Centor.

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

*[Signature Pages Follow]*

**SCHEDULE A**

<b>Trademark or Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Application Date</b>
Centor	2,638,155	10/22/2002	76/063,804	06/06/2000
Centor & Design	2,879,823	08/31/2004	76/063,803	06/06/2000
Compliance Connect	2,780,750	11/04/2003	78/123,914	04/24/2002
Compliance X-Sight	2,801,073	12/30/2003	76/396,338	04/17/2002
Customer X-Sight			76/396,763	04/17/2002
Interaction Server			76/103,359	08/04/2000
Interaction Store			76/103,358	08/04/2000
Issues X-Sight	2,975,739	12/16/2003	76/396,339	04/17/2002
Materials X-Sight	2,770,108	09/30/2003	76/396,336	04/17/2002
Supplier X-Sight			76/396,342	04/17/2002
X-Sight Foundation	2,795,738	12/16/2003	76/396,332	04/17/2002
X-Sight Server	2,787,602	11/25/2003	78/123,336	04/22/2002

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

COLLATERAL AGENT:

HUDSON VENTURE PARTNERS II, L.P., as Collateral Agent,

By: [Signature]  
Name: Managing Member  
Title: Kim P. Goh

STATE OF New York )  
COUNTY OF New York )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12<sup>th</sup> day of November, 2004, personally appeared Kim P. Goh to me known personally, and who, being by me duly sworn, deposes and says that he is MANAGING MEMBER of Hudson Venture Partners II, L.P., as Collateral Agent, and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

[Signature: Cheryl Feder]  
Notary Public  
My Commission Expires: 11/30/06

CHERYL FEDER  
Notary Public, State of New York  
No. 01FE0016749  
Qualified in New York County  
Commission Expires November 30, 2006

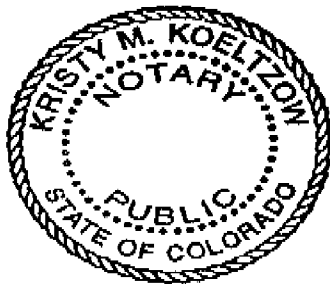
**CENTOR:**

CENTOR SOFTWARE CORPORATION

By: *Mike A. Marguand*  
 Name: Mike A. Marguand  
 Title: Vice President & Secretary

STATE OF Colorado )  
 )  
 COUNTY OF Denver )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12 day of November, 2004, personally appeared Mike A. Marguand to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice Pres. Secy of Centor Software Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



*Kristy M. Koeltzow*  
 Notary Public  
 My Commission Expires: 12/16/05