

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPERIAL BANK		11/29/2004	CALIFORNIA CHARTERED BANK: CALIFORNIA

RECEIVING PARTY DATA	
Name:	NOVIENT, INC.
Street Address:	3525 PIEDMONT ROAD, BLDG 7, STE 500
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2485818	NOVIENT

CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-496-7543
Email:	nbouch@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 2:	Attn: N. Bouch FH 2-1 / P10
Address Line 4:	PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	31101.006
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NAME OF SUBMITTER:	Nancy Bouch, Sr. Paralegal
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Total Attachments: 3
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TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This Intellectual Property Security Agreement Release (this "Release") is made as of November 29, 2004 (the "Effective Date"), by and between Imperial Bank, a California chartered bank, as Secured Party ("Secured Party"), and Novient, Inc., a Georgia corporation formerly known as Infowave Technologies, Inc. ("Grantor") (hereinafter referred to collectively as the "Parties" and individually as a "Party"). Capitalized terms used but not defined herein shall take their meaning from the Loan Documents, as defined below.

RECITALS

WHEREAS, reference is made to that certain Credit Terms and Conditions, dated as of January 4, 2000, that certain Promissory Note dated as of January 4, 2000, and that certain Commercial Security Agreement dated as of January 4, 2000 (collectively, the "Loan Documents") by and between the Parties;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement ("IP Security Agreement") dated January 4, 2000 by and between the Parties, pursuant to which Grantor granted a security interest and mortgage to Secured Party in all of such Grantor's right, title and interest in, to and under certain intellectual property Collateral (as defined in the IP Security Agreement and hereinafter referred to as the "Released Intellectual Property");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") under reel and frame numbers 00216/0653 with respect to trademarks; and

WHEREAS, Secured Party acknowledges that the liabilities and obligations of the Grantor outstanding or accrued under the Loan Documents have been paid in full and, accordingly, the Secured Party agrees to terminate and discharge fully its security interest in the Released Intellectual Property, including, but not limited to, Grantor's intellectual property listed on Schedule A hereto.


NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party hereby releases all of the Secured Party's security interest in and to all of Grantor's right, title and interest in, to and under the Released Intellectual Property.
2. The Secured Party acknowledges and affirms that all of the Secured Party's rights and remedies and all of the Grantor's obligations under the IP Security Agreement and the Loan Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.
3. The Secured Party hereby agrees, at the sole expense of the Grantor, to execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence and record the release of the security interest and liens pursuant to this Release.
4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by facsimile or other electronic transmission shall be effective as delivery of an original executed counterpart of this Release.
5. The Secured Party hereby authorizes and requests the Commissioner of Trademarks and the Commissioner of Patents of the United States Patent and Trademark Office and the Register of Copyrights of the United States Copyright Office to record this Release.
6. This Release shall be governed by, and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

IMPERIAL BANK (SECURED PARTY)

By: 

Name (Print): Peter Gibson

Title: Vice President

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SCHEDULE A

I. Trademarks Included in the Released Intellectual Property

Mark	Owner	Reg. No./App. No.	Status
NOVIENT	Novient, Inc.	US 2,485,818	Registered

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RECORDED: 11/29/2004

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