

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Execution Date(s) November 12, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Centor Software Corporation

Internal Address: _____

Street Address 20 Fairbanks, Suite 198

City: Irvine

State: California

Country: USA Zip 92618

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Interest in Certain Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE SCHEDULE A attached.

B. Trademark Registration No.(s)

SEE SCHEDULE A attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Chad S. Hilyard

Internal Address: Faegre & Benson LLP

Street Address: 2200 Wells Fargo Center
90 South 7th Street

City: Minneapolis

State: MN Zip: 55402

Phone Number: (303) 607-3696

Fax Number: (303) 607-3600

Email Address: chilyard@faegre.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 480.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-029

Authorized User Name Faegre & Benson LLP

9. Signature:



Signature

Chad S. Hilyard

Name of Person Signing

12/30/2004
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22113-1450

SCHEDULE A

Trademark or Service Mark	Registration Number	Registration Date	Application Number	Application Date
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

**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]

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: Kim P. Got
Title: Managing Member

STATE OF New York)
COUNTY OF New York)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of November, 2004, personally appeared Kim P. Got 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]
Notary Public
My Commission Expires: 11/30/06

CHERYL FEDER
Notary Public, State of New York
No 01FE6016748
Qualified in New York County
Commission Expires November 30, 2006

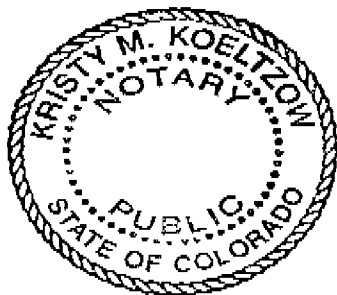
CENTOR:

CENTOR SOFTWARE CORPORATION

By: *[Signature]*
 Name: Mike A. Marquand
 Title: Vice President and Secretary

STATE OF Colorado)
)
 COUNTY OF Denver)

12th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of November, 2004, personally appeared Mike A. Marquand to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President 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.



[Signature]
 Notary Public
 My Commission Expires: 12/16/05