

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASA International Ltd.		04/14/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CommercialWare, Inc.		
<b>Street Address:</b>	24 Prime Park Way		
<b>City:</b>	Natick		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01760		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76284861	COLLABORATE.DOT.COMMERCE	
<b>Registration Number:</b>	2153597	MOZART	
<b>Registration Number:</b>	1470484	COMMERCIALWARE	
<b>Registration Number:</b>	2457125	DOT.COMMENTS	
<b>Registration Number:</b>	2520154	INSTANTON	
<b>Registration Number:</b>	2503559	COMMERCIALWARE DRIVES THIS E-BUSINESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)832-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-832-1000		
<b>Email:</b>	akwan@foleyhoag.com		
<b>Correspondent Name:</b>	Amy M. Kwan		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 2:</b>	Seaport World Trade Center West		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210-2600		

**CH \$165.00 76284861**

NAME OF SUBMITTER:	Amy M. Kwan
Signature:	/Amy M. Kwan/
Date:	04/19/2005
Total Attachments: 4 source=commercialware#page1.tif source=commercialware#page2.tif source=commercialware#page3.tif source=commercialware#page4.tif	

## RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST is made as of April 14, 2005 by ASA International Ltd., a Delaware corporation (the "Secured Party") and CommercialWare, Inc., a Delaware corporation (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Third Amended and Restated Security Agreement by and among the Grantor, the Secured Party and the other parties thereto, dated as of July 19, 2004, as the same may be amended from time to time (the "Security Agreement").

WHEREAS, the Grantor granted a continuing security interest in, and continuing lien upon, the trademarks and trademark applications set forth in Schedule A hereto and made a part hereof, for the benefit of the Secured Party;

WHEREAS, the Secured Party submitted notice of said grant of security interest in trademarks for recordation with the United States Patent and Trademark Office on or about May 28, 2003; and

WHEREAS, the Grantor has satisfied in full all of the Grantor's obligations under (i) the Security Agreement and (ii) that certain Security Agreement dated March 3, 1999 between the Grantor and the Secured Party.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, releases and discharges its security interest in the Collateral. Notwithstanding anything to the contrary, all rights in the Collateral held by Capital Resource Partners IV, L.P. shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned has caused this RELEASE OF SECURITY INTEREST to be executed by its duly authorized officer as of the date first above written.

**ASA INTERNATIONAL LTD.**

ADDRESS: 10 Speen Street  
Framingham, Massachusetts 01701

BY: *Terrence C. McLoth*

ITS: *Vice President & Treasurer*

**COMMERCIALWARE, INC.**

ADDRESS: 24 Prime Park Way  
Natick, Massachusetts 01760

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this RELEASE OF SECURITY INTEREST to be executed by its duly authorized officer as of the date first above written.

**ASA INTERNATIONAL LTD.**

ADDRESS: 10 Speen Street  
Framingham, Massachusetts 01701

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**COMMERCIALWARE, INC.**

ADDRESS: 24 Prime Park Way  
Natick, Massachusetts 01760

BY: Jana Laitin

ITS: Treasurer

Schedule A

All of the Grantor's right, title and interest in, under and to the following (collectively, the "Collateral"):

All intellectual property of the Grantor's, whether now owned or hereafter acquired, or in which the Grantor may now have or hereafter acquired an interest, wherever located, including all trademarks, trademark rights, service marks, service mark rights (but excluding any United States Trademark application based upon an intent to use a mark unless and until such application is amended to state an actual use of the mark), copyrights, trade names, trade name rights, fictitious business names, the rights to the name "CommercialWare" and all variants thereof, works of authorship, inventions, industrial models, industrial designs, utility models and certificates of invention, designs, emblems and logos, trade secrets, know-how, manufacturing formulae, technical information, mask work registrations, inventions, franchises, franchise rights, customer and supplier lists together with the goodwill associated therewith and other proprietary rights used primarily in connection with the business of the Grantor, and any and all substitutions therefor and replacements thereof, and any and all additions and associations thereto. Not by way of limitation, the following trademark registrations and applications shall be included as part of the collateral:

<b>TRADEMARK</b>	<b>REGISTRATION / APPLICATION NUMBER</b>
MOZART	Registration No. 2153597
COMMERCIALWARE	Registration No. 1470484
DOT.COMMENTS	Registration No. 2457125
COMMERCIALWARE DRIVES THIS E-BUSINESS	Registration No. 2503559
INSTANTON	Registration No. 2520154
COLLABORATE.DOT.COMMERCE	Application No. 76/284861

Also included are the proceeds and products of the above-referenced Collateral.