

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Granite Ventures, L.P. as Collateral Agent		09/30/2003	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAHT Commerce, Inc.		
<b>Street Address:</b>	3200 Atlantic Avenue		
<b>Internal Address:</b>	204		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27604		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2408063	HAHT	
Registration Number:	2329787	HAHT	
Registration Number:	2705755	IMEDIATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)781-4865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-781-4000		
<b>Email:</b>	rjones@wyrick.com		
<b>Correspondent Name:</b>	Robert T. Jones, Jr.		
<b>Address Line 1:</b>	4101 Lake Boone Trail		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27607		
<b>NAME OF SUBMITTER:</b>	Robert T. Jones, Jr.		

OP \$90.00 2408063

Signature:	/Robert T. Jones, Jr./
Date:	06/03/2005
<b>Total Attachments: 5</b> source=GraniteVenturesReleaseSDOC1024#page1.tif source=GraniteVenturesReleaseSDOC1024#page2.tif source=GraniteVenturesReleaseSDOC1024#page3.tif source=GraniteVenturesReleaseSDOC1024#page4.tif source=GraniteVenturesReleaseSDOC1024#page5.tif	

**TERMINATION AGREEMENT  
(Intellectual Property Security Interests)**

This TERMINATION AGREEMENT (this "Agreement"), dated as of September 30, 2003, is entered into by and between HAIT Commerce, Inc., a Delaware corporation ("Borrower"), and Granite Ventures L.P., as Collateral Agent (the "Collateral Agent"), acting for and on behalf of certain Purchasers under that certain Intellectual Property Security Agreement dated February 26, 2003, by and between the Borrower and the Collateral Agent (the "Security Agreement"). Unless herein defined, all capitalized terms shall have the meanings assigned to them in the Security Agreement.

WHEREAS, Borrower and the Collateral Agent entered into the Security Agreement pursuant to which Borrower granted a security interest to Collateral Agent, as agent for the Purchasers, in certain Intellectual Property Collateral, including the Copyrights listed on Exhibit A hereto, the Patents listed on Exhibit B hereto and the Trademarks listed on Exhibit C hereto, to secure payment of certain Obligations;

WHEREAS, the Security Agreement provides that the Security Agreement, and the security interests granted thereby, will terminate upon the satisfaction in full by the Borrower of the Obligations;

WHEREAS, Borrower has satisfied the Obligations in full and the Security Agreement, and the security interests granted thereby, have terminated; and

WHEREAS, Borrower and Collateral Agent desire to document the release of any and all security interests granted under the Security Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Borrower has satisfied the Obligations in full and any and all security interests, liens, claims, encumbrances, transfers and any and all other restrictions, liens or charges of any kind arising out of the Security Agreement for the benefit of Collateral Agent and the Purchasers, including without limitation, those security interests in the Intellectual Property Collateral listed on Exhibit A, Exhibit B and Exhibit C hereto, are hereby released, terminated and cancelled in all respects.

2. The parties acknowledge and agree that, in connection with paragraph 1 above, Borrower will file with all appropriate authorities such documents, forms or applications to effect a termination of Collateral Agent's security interests arising under the Security Agreement, including, without limitation, with regard to the Intellectual Property Collateral, the security interest filed with the Copyright Office of the United States and recorded March 10, 2003, in Volume 3495 at Page 153 and the assignment filed with the United States Patent and Trademark Office and recorded March 7, 2003, on Reel 013819 and Frame 0572.

3. Miscellaneous.

(a) THIS AGREEMENT IS INTENDED TO BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE. The parties agree that any suit for the enforcement of this Agreement may be brought in the courts of the State of California or any federal court sitting therein and consent to the exclusive jurisdiction of such courts and to service of process in any such suit being made upon such party by mail at the address specified on the signature pages hereto. The parties hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(b) The headings of each Section of this Agreement are for convenience only and shall not define or limit the provisions thereof.

(c) This Agreement and all rights and obligations hereunder shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the benefit of Borrower and its successors and assigns.

(d) If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

(e) This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly executed and delivered as of the date first set forth above.

**HAHT COMMERCE, INC.**

By: Pamela D. Myers  
Name: Pamela D. Myers  
Title: VP, Corporate Services

**GRANITE VENTURES, L.P.**

By: Jackie Berterretche  
Name: Jackie Berterretche  
Title: Attorney-in-Fact

**EXHIBIT A**  
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
HAHTsite 5.0 The Platform to enable the enterprise Technical Overview	TX 5-205-958	11/22/00
HAHTsite 5.0 Fundamentals Student Guide	TX 5-304-014	11/22/00
HAHTsite 5.0 for JAVA Developers Student Guide	TX 5-304-018	11/22/00
HAHTsite 5.0 for Basic Developers Student Guide	TX 5-304-016	11/22/00
HAHTsite for System Administrators Student Guide	TX 5-304-017	11/22/00
Installing and Customizing the JAVA HAHT Shop and Track e-Scenario Student Guide	TX 5-304-015	11/22/00
HAHTsite 5.0 Scenario Workbench for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-781	11/22/00
HAHTsite 5.0 Scenario Publisher for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-782	11/22/00
HAHTsite 5.0 Scenario Server for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-787	11/22/00
HAHT Service e-Scenario Account Status Release 2.01	TX 5-203-743	11/22/00
HAHT Shop e-Scenario/HAHT Track e-Scenario Release 4.0	TX 5-203-786	11/22/00
HAHT Catalog e-Scenario Release 2.0	TX 5-203-780	11/22/00
HAHT Market e-Scenario Release 2.0	TX 5-203-771	11/22/00
HAHT Service e-Scenario Product Returns	TX 5-203-783	11/22/00
HAHT Service e-Scenario Service Management Release 2.0	TX 5-203-779	11/22/00

**EXHIBIT B**  
Patents

<u>Description</u>	Patent/Application <u>Number</u>	Issue/Application <u>Date</u>
Method and System for Composite Site Resource Generation	09/953,064	09/13/01
Method and System For Managing Network-Based Partner Relationships	09/953,065	09/13/01
Method and System For Transforming Session Data	09/953,100	09/13/01

**EXHIBIT C**  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ESYNDICATION	75/853932	19-Nov-1999
HAHT	2408063	28-Nov-2000
HAHT	2329787	14-Mar-2000
IMEDIATION	75/818751	08-Oct-1999
IMEDIATION ICHANNEL	76/156365	30-Oct-2000