

03-07-2005

RECORD
TRA



102953803

To the Director of the U. S. Patent and Trademark

with the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Silicon Valley Bank
dba Silicon Valley East

- Individual(s)
- General Partnership
- Corporation-State
- Other Chartered Bank - California
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) February 24, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

²⁰⁰⁵ Name: Reefedge, Inc.

Internal Suite 600

Address: _____

Street Address: Two Executive Drive

City: Fort Lee

State: New Jersey

Country: U.S. Zip: 07024

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship State Delaware
- 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)

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

A. Trademark Application No.(s)

76/222,297
76/222,294

B. Trademark Registration No.(s)

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: Linda G. Henry

Internal Address: Fenwick & West LLP

Street Address: 801 California St.

City: Mountain View

State: CA Zip: 94041

Phone Number: (650) 335-7209

Fax Number: (650) 938-5200

Email Address: lhenry@fenwick.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account (if necessary)
- Enclosed and

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0261
Authorized User Name Linda G. Henry

9. Signature:

Linda G. Henry
Signature

February 8, 2005
Date

Linda G. Henry

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/04/2005 11:11 AM 0000010 7622297
01 FC: 0521
02 FC: 0522

2003 FEB 24 P 5:00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Diligenz, Inc. 1-800-858-8284

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

2987884
Diligenz, Inc.
4629 168th Street SW
Suite E
Lynnwood, WA 98037

Filed in: New Jersey (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2016153 1/3/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions in regard to changing the name/address of a party. **DELETE name.** Give record name to be deleted in Item 6a or 6b. **ADD name.** Complete Item 7a or 7b and also Item 7c; also complete Items 7d-7g (as applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY USA

7d. **SEE INSTRUCTIONS** ADDL INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

S 1216187
J 2333159

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral of asset the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Silicon Valley Bank

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
168/JEF JC - Reefedge - Termination (blanket) - NJ 2987884

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address

REEFEDGE, INC.
96 Linwood Plaza
PMD 505
Fort Lee, New Jersey 07024

Maturity Date (if any):

FOR OFFICE USE ONLY

2016153

Secured Party(ies) and Complete Address

SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, California 95054

Assignee(s) of Secured Party and Complete Address

889387
1693090

2001 JAN - 3 A 8:01

DEPARTMENT OF TREASURY
UCC SECTION
FILED

This financing statement covers the following types (or items) of property:

All of the Debtor's equipment, inventory, general intangibles, instruments, accounts, chattel paper and documents as more fully described on Exhibit A attached hereto and made a part hereof.

This Financing Statement is also intended to give notice that Debtor and Secured Party are parties to that certain Negative Pledge Agreement (the "Agreement"), whereby Debtor has agreed, among other things, not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber any of Debtor's intellectual property, as identified in said Agreement, without Secured Party's written consent.

1 PAGE ATTACHMENT

When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (sufficient to identify the property).

b. Name and complete address of record owner.

E110351082-2

a. Proceeds of Collateral are also covered. b. Proceeds of Collateral are also covered.

No. of additional sheets presented. (1)

Filed with Register of Deeds and Mortgages of

County.

Secretary of State

Filed with the County Clerk of

County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

REEFEDGE, INC.

168 JEP

By: INDER S. GOPAL, CEO

Janice Chua
Loan Admin. Specialist

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

NUCC1 - CT System Online

EXHIBIT A

The Collateral for the Committed Revolving Line consists of all of Debtor's right, title and interest in and to the following:

- (a) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (b) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Debtor's Books relating to any of the foregoing;
- (c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, claims, literature, reports, catalogs, income tax refunds, payments of insurance and rights to payment of any kind;
- (d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's Books relating to any of the foregoing;
- (e) All documents, cash, deposit accounts, securities, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Debtor's Books relating to the foregoing; and
- (f) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

Debtor shall not sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of Debtor's Intellectual Property, without Bank's written consent.

Notwithstanding the foregoing, the Revolving Credit Collateral shall not be deemed to include any copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; any patents, trademarks, servicemarks and applications therefor; any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; or any claims for damages by way of any past, present and future infringement of any of the foregoing.

DEPARTMENT OF THE TREASURY
UCC SECTION
FILED
MAR-3 4 9 01

1. Debtor(s) Name (Last Name First) and Complete Address
REEFEDGE, INC.

96 Inwood Plaza PMB 505
Fort Lee, NJ 07024

2. Secured Party(ies) and Complete Address

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

This space for use of Filing Officer (Date, Time and Filing Officer.)

This statement refers to original Financing Statement bearing File No. 2016153

Dated 1/3/2001 19

A. Continuation () B. Partial Release () C. Assignment () D. Termination Statement () E. Amendment (X)

The original Financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

(FEE \$25.00)

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

(FEE \$25.00)

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

(FEE \$25.00)

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

(FEE \$25.00)

Does not change time of original filing or other Amendments - Changes as outlined below. Must be signed by debtor(s) and secured party(ies).

(FEE \$25.00)

Debtor address is hereby amended to:

2 Executive Drive Suite 600
Fort Lee, NJ 07024

JEF/168

2001 MAY 31 A 9: 01

DEPARTMENT OF TREASURY
UCC SECTION
FILED

3. When collateral is crops or fixtures complete this portion of form.
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

S 955096
J 1830069

4a. () Proceeds of Collateral are also covered. 4b. () Products of Collateral are also covered.
() Filed with Register of Deeds and Mortgages of
() Filed with the County Clerk of

168/JEF
No. of additional sheets presented, ()

County, (X) Secretary of State NO-105

REEFEDGE, INC.

Signature(s) of Debtor

County

Signature(s) of Secured Party(ies) or Assignee(s)
Silicon Valley Bank

[Handwritten signatures]
Indir S. Gopal
CEO

[Handwritten signatures]
Joanna Jucha, Loan Specialist
Not Valid unless signed.

Dated: 03/07/01

(1) FILING OFFICER COPY

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9