## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

RELEASE BY SECURED PARTY NATURE OF CONVEYANCE:

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
D.B. Zwirn Special Opportunities Fund, L.P.		I12/05/2005 I	LIMITED PARTNERSHIP: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	IPNET SOLUTIONS, INC.		
Street Address:	Parkway 400, 11720 Amber Park Drive		
Internal Address:	Suite 100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: GEORGIA		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2501694	IPNET
Registration Number:	2676426	IPNET
Registration Number:	2679521	IPNET
Registration Number:	2470103	IPNET SOLUTIONS

#### **CORRESPONDENCE DATA**

900037516

Fax Number: (415)439-1500

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4154391422

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis, LLP c/o Susan Zablocki

555 California Street Address Line 1:

San Francisco, CALIFORNIA 94104 Address Line 4:

ATTORNEY DOCKET NUMBER: 40215-1 SZ

TRADEMARK

**REEL: 003206 FRAME: 0943** 

NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	12/08/2005
Total Attachments: 4 source=IPNET#page1.tif source=IPNET#page2.tif source=IPNET#page3.tif source=IPNET#page4.tif	

#### TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (this "Release") is made as of December 5, 2005 ("Effective Date") by D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (as defined below), ("Grantee"), in favor of IPNET SOLUTIONS, INC., a California corporation, ("Grantor").

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time) by and among Inovis International, Inc., a Delaware corporation ("<u>Parent</u>"), and each of Parent's Affiliates and Subsidiaries (as defined therein), the lenders party thereto (the "<u>Lender Group</u>"), and Grantor, as Agent for the Lender Group (the "<u>Credit Agreement</u>");

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of November 15, 2004 (the "Original Security Agreement"), as amended and restated by that certain Amended and Restated Trademark Security Agreement dated as of June 23, 2005 (the "Amended Security Agreement"; the Original Security Agreement, as amended by the Amended Security Agreement, referred to herein as the "Security Agreement"), whereby Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral, as defined in the Security Agreement, including the trademark registrations and applications listed in Schedule A hereto;

WHEREAS, Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 22, 2004 at Reel 2979, Frame 0330, and the Amended Security Agreement was recorded with the United States Patent and Trademark Office on June 24, 2005 at Reel 3110, Frame 0345; and

WHEREAS, Grantee desires to terminate the Security Agreement and release its security interest in the Trademark Collateral.

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

- 1. The Security Agreement, and Grantee's security interest in the Trademark Collateral (including, without limitation, the trademark registrations listed in <u>Schedule A</u> hereto) is hereby terminated and released.
- 2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Trademark Collateral, including without limitation the entire right, title and interest in and to the trademark applications and trademark registrations listed in <u>Schedule A</u> hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for

past, present and future infringements, and all rights corresponding thereto throughout the world, and the goodwill of the business related thereto.

- 3. Grantee represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Trademark Collateral.
- 4. Grantee represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.
- 5. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

\* \* \* \* \* \*

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its General Partner

By: Zwirn Holdings, LLC, its Managing Member

By: \_\_\_\_\_

Name: Perry A. Gruss

Authorized Signatory

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (IPNET SOLUTIONS, INC.)]

# Trademark Security Agreement Termination – Schedule A (IPNet Solutions, Inc. as Grantor)

### **United States**

<u>Grantor</u>	Country	<u>Mark</u>	App/Reg	App/Reg
			<u>Number</u>	<u>Date</u>
IPNet Solutions,	U.S.	IPNET	2,501,694	10/30/2001
Inc.				
IPNet Solutions,	U.S.	IPNET	2,676,426	01/21/2003
Inc.				
IPNet Solutions,	U.S.	IPNET (Stylized)	2,679,521	01/28/2003
Inc.				
IPNet Solutions,	U.S.	IPNET SOLUTIONS	2,470,103	07/17/2001
Inc.				

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**RECORDED: 12/08/2005**