, 1	19/6	01-20-2006		
FORM PTO-1594 (Rev. 07/05)	RECOR		U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
OMB No. 0651-0027 (exp. 06				
To the Director o	f the U.S. Patent and Trademark Office	103161561 : Please record use alloward	or the new address(es) below.	
<ol> <li>Name of conveying pa</li> </ol>	arty(ies):	2. Name and address of receivi	ng party(ies): Control F1 Corporation	
Silicon Valley Bank		Additional name(s) of conveying parti	es attached?	
		Name: Control F1 Corporation Internal Address		
☐ Individual(s) ☐ General Partnership ☐ Corporation-State <b>DE</b>	☐ Association ☐ Limited Partnership	Street Address: 125 3510 29 <sup>th</sup> Street NE		
Other		City Calgary State AB		
	ing parties attached? ☐Yes 🏻 No	Country Canada		
3. Nature of conveyance	/ Execution Date(s): 01/04/2006	Zip T1Y 5Y7		
Execution Date(s): 01/04/2	2006	☐ Association Citizenship☐ General Partnership Citizer	ashin	
☐ Assignment	☐Merger	☐ Limited Partnership Citizer		
Security Agreement	☐ Change of Name	□ Corporation Citizenship     □ Other Citizenship     If assignee is not domiciled in the United States, a domestic representative		
<b>-</b>		designation is attached:   Yes	No	
Other Release	) or registration number(s) and i	(Designations must be a separate do dentification or description of the		
4. Application number(s	or registration number(s) and it	definition of description of the	Hademark.	
A. Trademark  Application <b>76480584</b>	No.(s)	B. Trademark Registration No.(s)		
76480582				
	ption of Trademark(s) (and Filing D s unknown): <b>Attached hereto as "</b>		itional sheets attached? ☐ Yes 🛛 No	
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 2		
Name: Silicon Valley Ba	nk			
Internal Address: Loan Co		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		
Street Address: 3003 Tas	sman Dr.	☐ Enclosed		
City: Santa Clara	State: <b>CA</b> ZIP: <b>95054</b>	8. Payment Information:		
Phone Number: <b>(408) 65</b> 4	1-4042	a. Credit Card Last 4 Numbers		
Fax Number: (408) 654-6	313	Expiration Date	M . 20	
rax Number. (400) 654-6	313	b. Deposit Account Number	0 3	
Email Address: Idc@svb	ank.com	Authorized User Name	<del></del>	
9. Signature.	South	<i></i>	- 4, 2006 7 37	
•	Signature		Date	
ot.	hn R. Ross	Total number	of pages including cover ments, and document: 11	
N	lame of Person Signing	sheet, attach	ments, and document: 11	
	Documents to be recorded (including	cover sheet) should be faxed to (571) 273-0	140. or mailed to:	
Mail	Stop Assignment Recordation Services, I	Director of the USPTO, P.O. Box 1450, Al	exandria, VA 22313-1450	

# RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Control F1 Corporation, ("Assignor") in the trademarked works set forth in that certain Intellectual Property Security Agreement dated, May 27, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on July 31, 2003, Reel 002795, Frame 0505.

Dated: January 4, 2006

SILICON VALLEY BANK

By: Youne organider

Name: Maribel Higareda ()
Title: Operations Supervisor

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May, 2003 by and between SILICON VALLEY BANK ("Secured Party") and CONTROL-F1 CORPORATION and CONTROL-F1 INC. (individually and collectively, and jointly and severally, "Grantor").

#### **RECITALS**

- A. Secured Party and Grantor are entering into that certain Accounts Receivable Purchase Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Financing Agreement).
- B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

- 1. <u>Grant of Security Interest.</u> To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including without limitation the following (collectively, the Intellectual Property):
- (a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in <a href="Exhibit A">Exhibit A</a> to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.
- (b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered

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TRADEMARK REEL: 003289 FRAME: 0129

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Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

- (c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.
- (e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.
- 2. <u>Financing Agreement.</u> This security interest is granted in conjunction with the security interest granted to Secured Party under the Financing Agreement and the GSA. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement, the GSA, and the other Financing Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Financing Agreement, GSA, or any of the other Financing Documents, or now or hereafter existing at law

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or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Financing Agreement, the GSA, or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

- 3. <u>Covenants and Warranties.</u> Borrower represents, warrants, covenants and agrees as follows:
- (a) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.
- (b) Borrower shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Borrower.
- (c) Section 6.2(P) of the Financing Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.
- 4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Financing Agreement or the GSA, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Financing Agreement and the GSA. This Agreement, the Financing Agreement, the GSA, and the other Financing Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.
- BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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Address of Grantor:

125, 3510 – 29th Street N.E. Calgary, Alberta, Canada T1Y 7B5

Grantor:

**CONTROL-F1 CORPORATION** 

Title:

Name: G

Grantor:

Title:

Title:

CONTROL-F1, INC.

Address of Grantor:

125, 3510 – 29th Street N.E. Calgary, Alberta, Canada T1Y 7B5

Address of Secured Party:

3003 Tasman Drive Santa Clara, California 95054 Secured Party:

SILICON VALLEY BANK

Form: 3/1/02

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### EXHIBIT A

Copyrights

**Description** 

Registration/ Application Number Registration/ Application <u>Date</u>

## EXHIBIT B

**Patents** 

Description

Registration/ Application Number Registration/ Application <u>Date</u>

## EXHIBIT C

## Trademarks

<u>Description</u>		·	Registration/ Application Number	Registration/ Application <u>Date</u>
CONTROL-F1 SOLUTIONS FOR	POWERFUL THE ENTERPRISE	SUPPORT	76-480,584	01/03/03
CONTROL-F1			76-480,582	01/03/03

### **EXHIBIT D**

Mask Works

**Description** 

Registration/ Application Number Registration/ Application

Date

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