



**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Chorus Systems, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, **June 17, 2005** executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **July 29, 2005** Reel **003198**, Frame **0603**.

Dated: **March 6, 2006**

SILICON VALLEY BANK

By: Maribel Higareda  
Name: **Maribel Higareda**  
Title: **Operations Supervisor**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 17, 2005 by and between SILICON VALLEY BANK ("Bank") and CHORUS SYSTEMS, INC. ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents, to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Trademarks and Patents listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

TRADEMARK

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Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***


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

**GRANTOR:**

Address of Grantor:

79 TW Alexander Drive  
4401 Research Commons, Suite 205  
PO BOX 12798  
Research Triangle Park, North Carolina  
27709-2798

CHORUS SYSTEMS, INC.

By:   
Name: Sirus Chitsaz  
Title: CEO

**BANK:**

Address of Bank:

2530 Meridian Parkway  
2<sup>nd</sup> Floor  
Durham, North Carolina 27713

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name  
Title

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

**GRANTOR:**

Address of Grantor:

79 TW Alexander Drive  
4401 Research Commons, Suite 205  
PO BOX 12798  
Research Triangle Park, North Carolina  
27709-2798

CHORUS SYSTEMS, INC.

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

Name:

Title:

**BANK:**

Address of Bank:

2530 Meridian Parkway  
2<sup>nd</sup> Floor  
Durham, North Carolina 27713

SILICON VALLEY BANK

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

Name DANIEL G. ALLRED

Title TEAM LEADER

**EXHIBIT A**

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PreDix Computer software that monitors, detects, diagnoses, reports, and repairs anomalies and potential problems on personal computers and on computer servers.	Serial Number 78502674  No Registration Number	October 20, 2004



**EXHIBIT C**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Utility Patent for "Systems and Methods for Creation and Use of an Adaptive Reference Model"	10/916,800	August 11, 2004
Utility Patent for "Systems and Methods for Automated Computer Support"	10/916,956	August 11, 2004