

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARGILL, INCORPORATED		06/09/2006	CORPORATION:
FORMULA VENTURES II (AI) L.P.		06/12/2006	LIMITED PARTNERSHIP:
FORMULA VENTURES II L.P.		06/12/2006	LIMITED PARTNERSHIP:
FORMULA VENTURES II (ISRAEL) L.P.		06/12/2006	LIMITED PARTNERSHIP:
David H. Johnson		06/12/2006	INDIVIDUAL:
DIGITAL MEDIA & COMMUNICATIONS III LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
DIGITAL MEDIA & COMMUNICATIONS III-A LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
DIGITAL MEDIA & COMMUNICATIONS III-B LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
DIGITAL MEDIA & COMMUNICATIONS III-C LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
DIGITAL MEDIA & COMMUNICATIONS III-D C.V.		06/09/2006	C.V.:
DIGITAL MEDIA & COMMUNICATIONS III-E C.V.		06/09/2006	C.V.:
ADVENT PARTNERS DMC III LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
ADVENT PARTNERS III LIMITED PARTNERSHIP		06/09/2006	LIMITED PARTNERSHIP:
B.M.F. HOLDINGS LTD.		06/09/2006	Limited:
THE CHALLENGE FUND-ETGAR II, L.P.		06/13/2006	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Demantra, Inc.
Street Address:	230 Third Avenue

OP \$40.00 2742644

900051317

TRADEMARK
REEL: 003331 FRAME: 0667

City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2742644	DEMANTRA

CORRESPONDENCE DATA

Fax Number: (781)644-6137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 781-453-9993
Email: robert@strategic-patents.com
Correspondent Name: Robert A. Mazzaresse
Address Line 1: P.O. Box 920629
Address Line 4: Needham, MASSACHUSETTS 02492

ATTORNEY DOCKET NUMBER:	PROJECT DANTE
NAME OF SUBMITTER:	Robert A. Mazzaresse
Signature:	/Robert Mazzaresse/
Date:	06/16/2006

Total Attachments: 18
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TERMINATION OF SECURITY INTEREST
TRADEMARK

As of June ____, 2006, the effectiveness of the Notice of Grant of Security Interest which was recorded in the United States Patent and Trademark Office (the "USPTO") on May 12, 2005 at Reel/Frame 3081/0877 and which recordation was supplemented on June 10, 2005 at Reel/Frame 3129/0518 (together, the "Financing Statement" and attached hereto as Appendix A) is hereby terminated and the Security Agreement dated April 14, 2005 referenced in the Financing Statement (the "Security Agreement" is terminated with respect to the security interests created therein, identified below (the "Security Interests"), granted by Demantra, Inc., a Delaware corporation (the "Debtor"), to the parties listed below (the "Secured Parties").

The Security Interests which were granted by the Debtor in favor of the Secured Parties, and which Security Interests are hereby terminated and released by the Secured Parties, include all right, title and interest in and to the trademark "DEMANTRA" (the "Trademark"), together with any extensions thereof, anywhere in the world, and all proceeds thereof, including any and all causes of action and the right to recover past, current, or future damages, which may exist by reason of infringement or dilution thereof for the full term of the Trademark and thereafter. The Trademark includes, without limitation, U.S. Trademark Application Serial Number 75933433, filed on March 1, 2000 and having Registration Number 2742644, issued on July 29, 2003.

The terminations of the Security Agreement and the Financing Statement and the release of the Security Interests (together, this "Termination of Security Interests") are effectuated pursuant to the terms of that certain Noteholder Acknowledgement and Waiver executed by each Secured Party. This Termination of Security Interests may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page.


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TERMINATION OF SECURITY INTEREST
TRADEMARK

IN WITNESS WHEREOF, the DEBTOR and the SECURED PARTIES have executed this Termination of Security Interests as of the date first written above.

DEBTOR:

DEMANTRA, INC.

By: 
Name: James H. Sheehan
Title: Vice President, Finance and Chief Financial Officer

THE SECURED PARTIES:

CARGILL, INCORPORATED
By: Cargill Ventures Business Unit

By: _____
Name:
Title:

FORMULA VENTURES II (AD) L.P.
FORMULA VENTURES II L.P.
By: Formula Ventures Partners (Cayman Islands) Ltd.

By: _____
Name:
Title:

FORMULA VENTURES II (ISRAEL) L.P.
By: Formula Ventures Ltd.

By: _____
Name:
Title:

DAVID H. JOHNSON

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**TERMINATION OF SECURITY INTEREST
TRADEMARK**

IN WITNESS WHEREOF, the DEBTOR and the SECURED PARTIES have executed this
Termination of Security Interests as of the date first written above.

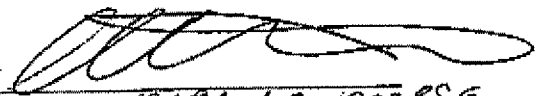
DEBTOR:

DEMANTRA, INC.

By: _____
Name: James H. Sheehan
Title: Vice President, Finance and Chief Financial Officer

THE SECURED PARTIES:

CARGILL, INCORPORATED
By: Cargill Ventures Business Unit

By: 
Name: *MONILA MORSE*
Title: *MANAGING DIRECTOR*

FORMULA VENTURES II (AI) L.P.
FORMULA VENTURES II L.P.
By: Formula Ventures Partners (Cayman Islands) Ltd.

By: _____
Name:
Title:

FORMULA VENTURES II (ISRAEL) L.P.
By: Formula Ventures Ltd.

By: _____
Name:
Title:

DAVID H. JOHNSON

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TRADEMARK

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DEBTOR:

DEMANTRA, INC.

By: _____
Name: James H. Sheehan
Title: Vice President, Finance and Chief Financial Officer

THE SECURED PARTIES:

CARGILL, INCORPORATED
By: Cargill Ventures Business Unit

By: _____
Name:
Title:

FORMULA VENTURES II (AI) L.P.
FORMULA VENTURES II L.P.
By: Formula Ventures Partners (Cayman Islands) Ltd.

By: _____
Name: NIR LINCHITSKI
Title: DIRECTOR

FORMULA VENTURES II (ISRAEL) L.P.
By: Formula Ventures Ltd.

By: _____
Name: NIR LINCHITSKI
Title: DIRECTOR

DAVID H. JOHNSON

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TERMINATION OF SECURITY INTEREST
TRADEMARK

IN WITNESS WHEREOF, the DEBTOR and the SECURED PARTIES have executed this Termination of Security Interests as of the date first written above.

DEBTOR:

DEMANTRA, INC.

By: _____
Name: James H. Sheehan
Title: Vice President, Finance and Chief Financial Officer

THE SECURED PARTIES:

CARGILL, INCORPORATED
By: Cargill Ventures Business Unit

By: _____
Name:
Title:

FORMULA VENTURES II (AI) L.P.
FORMULA VENTURES II L.P.
By: Formula Ventures Partners (Cayman Islands) Ltd.

By: _____
Name:
Title:

FORMULA VENTURES II (ISRAEL) L.P.
By: Formula Ventures Ltd.

By: _____
Name:
Title:

DAVID H. JOHNSON



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TERMINATION OF SECURITY INTEREST
TRADEMARK

THE SECURED PARTIES: (continued)

DIGITAL MEDIA & COMMUNICATIONS III LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-A LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-B LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-C LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-D C.V.
DIGITAL MEDIA & COMMUNICATIONS III-E C.V.
By: Advent International Corporation, General Partner

By: Kathleen O'Donnell
Name: Kathleen O'Donnell
Title: Partner

ADVENT PARTNERS DMC III LIMITED PARTNERSHIP
ADVENT PARTNERS II LIMITED PARTNERSHIP
By: Advent International Corporation, General Partner

By: Kathleen O'Donnell
Name: Kathleen O'Donnell
Title: Partner

B.M.F. HOLDINGS LTD.

By: _____
Name:
Title:

THE CHALLENGE FUND-ETGAR II, L.P
Atidim Etgar Nihul Kranot LTD,
Acting as the General Partner of
Challenge Partners II, L.P.
Being the General Partner of
The Challenge Fund-Etgar II, L.P.

By: _____
Name:
Title:

TERMINATION OF SECURITY INTEREST
TRADEMARK

THE SECURED PARTIES: (continued)


DIGITAL MEDIA & COMMUNICATIONS III LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-A LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-B LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-C LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-D C.V.
DIGITAL MEDIA & COMMUNICATIONS III-E C.V.
By: Advent International Corporation, General Partner

By: _____
Name:
Title:

ADVENT PARTNERS DMC III LIMITED PARTNERSHIP
ADVENT PARTNERS II LIMITED PARTNERSHIP
By: Advent International Corporation, General Partner

By: _____
Name:
Title:

B.M.F. HOLDINGS LTD.

By: 
Name:
Title:

THE CHALLENGE FUND-ETGAR II, L.P.
Atidim Etgar Nihul Kranot LTD,
Acting as the General Partner of
Challenge Partners II, L.P.
Being the General Partner of
The Challenge Fund-Etgar II, L.P.

By: _____
Name:
Title:

TERMINATION OF SECURITY INTEREST
TRADEMARK

THE SECURED PARTIES: (continued)

DIGITAL MEDIA & COMMUNICATIONS III LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-A LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-B LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-C LIMITED PARTNERSHIP
DIGITAL MEDIA & COMMUNICATIONS III-D C.V.
DIGITAL MEDIA & COMMUNICATIONS III-E C.V.
By: Advent International Corporation, General Partner

By: _____
Name:
Title:

ADVENT PARTNERS DMC III LIMITED PARTNERSHIP
ADVENT PARTNERS II LIMITED PARTNERSHIP
By: Advent International Corporation, General Partner

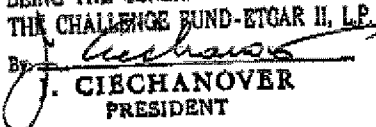
By: _____
Name:
Title:

B.M.F. HOLDINGS LTD.

By: _____
Name:
Title:

THE CHALLENGE FUND-ETGAR II, L.P
Atidim Etgar Nihul Kranot LTD,
Acting as the General Partner of
Challenge Partners II, L.P.
Being the General Partner of
The Challenge Fund-Etgar II, L.P.

By: _____
Name:
Title:

ATIDIM-ETGAR NIHUL KRANOT LTD.
ACTING AS GENERAL PARTNER OF
CHALLENGE PARTNERS II, L.P.
BEING THE GENERAL PARTNER OF
THE CHALLENGE FUND-ETGAR II, L.P.
By: 
J. CIECHANOVER
PRESIDENT

APPENDIX A

COPY OF FINANCING STATEMENT

"NOTICE OF GRANT OF SECURITY INTEREST"

DT: #331011 v4 (73#R041.DOC) 105423-129

TRADEMARK
REEL: 003331 FRAME: 0677

**NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

Pursuant to a Security Agreement dated as of April 14, 2005 (the "Agreement") by and among Demantra, Inc., a Delaware corporation (the "Debtor") and the other parties named therein (together, the "Secured Parties"), the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the patent applications set forth in Schedule A hereto and made a part hereof and the trademark also set forth in Schedule A hereto and made a part hereof, for the benefit of the Secured Parties. Pursuant to the Agreement, the Secured Parties have the right to assign such patent applications and trademark if an Event of Default shall occur under the Agreement.

The undersigned Debtor and Secured Parties hereby acknowledge and agree that the security interest in the foregoing patent applications and trademark may only be terminated in accordance with the terms of the Agreement.

Very truly yours,

DEMANTRA, INC.

By: 

Name: William A. Seibel
Title: President

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Schedule A

Patent Applications:

Title	Application No.	Filing Date
Most Profitable Distribution Policy for a Single Period Inventory System	10/187791 replaced by 10/230411 (CIP)	January 29, 2003
Distributed multi-server analytical processing	10/058830	October 25, 2002
Estimation and optimization of a hidden demand factor attributed to stock-outs	10/098615	October 25, 2002
Optimal allocation of inventory and safety stock through the network	60/370143 - Temporary Request	October 25, 2002
Estimation of approximate cost of stock-outs.	10/227536	October 11, 2002

Trademark:

DEMANTRA	US	2742644 (pending)	29JUL2013
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**NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

SECURED PARTIES (Continued):

CARGILL, INCORPORATED

By: 

Name: Monica Morse
Title: Managing Director

NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

SECURED PARTIES (Continued):


FORMULA VENTURES II L.P.

By: Formula Ventures Partners
(Cayman Islands) Ltd.

By: 
Name: Nir Linchevski
Title: Director

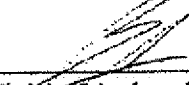
FORMULA VENTURES II (ISRAEL) L.P.

By: Formula Ventures Ltd.

By: 
Name: Nir Linchevski
Title: Director

FORMULA VENTURES II (AI) L.P.


By: Formula Ventures Partners
(Cayman Islands) Ltd.

By: 
Name: Nir Linchevski
Title: Director

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NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

SECURED PARTIES (Continued):

By: 
David Henry Johnson

**NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

SECURED PARTIES:

Digital Media & Communications III Limited
Partnership

Digital Media & Communications III-A Limited
Partnership

Digital Media & Communications III-B Limited
Partnership

Digital Media & Communications III-C Limited
Partnership

Digital Media & Communications III-D C.V.

Digital Media & Communications III-E C.V.

By: Advent International Limited Partnership, General
Partner

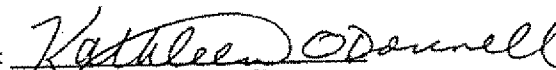
By: Advent International Corporation, General Partner

By: 
Name: Kathleen O'Donnell
Title: Partner

Advent Partners DMC III Limited Partnership

Advent Partners II Limited Partnership

By: Advent International Corporation, General Partner

By: 
Name: Kathleen O'Donnell
Title: Partner

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NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

SECURED PARTIES:

Digital Media & Communications III Limited
Partnership

Digital Media & Communications III-A Limited
Partnership

Digital Media & Communications III-B Limited
Partnership

Digital Media & Communications III-C Limited
Partnership

Digital Media & Communications III-D C.V.

Digital Media & Communications III-E C.V.

By: Advent International Limited Partnership, General
Partner

By: Advent International Corporation, General Partner

By: 
Name: Kathleen O'Donnell
Title: Partner

Advent Partners DMC III Limited Partnership

Advent Partners II Limited Partnership

By: Advent International Corporation, General Partner


By: 
Name: Kathleen O'Donnell
Title: Partner

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NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

SECURED PARTIES (Continued):

B.M.F. HOLDINGS LTD.


By:  for SYLVIA Simon
Name:
Title:

**NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

SECURED PARTIES (Continued):

THE CHALLENGE FUND - ETGAR L.P.

By: _____
Name:
Title:

ATIDIM-ETGAR NIHUL KRANOT LTD.
ACTING AS GENERAL PARTNER OF
CHALLENGE PARTNERS II, L.P.
BEING THE GENERAL PARTNER OF
THE CHALLENGE FUND-ETGAR II, L.P.
By: 
CIECHANOVER
PRESIDENT

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