

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
SI Venture Fund II, L.P.		07/20/2006	LIMITED PARTNERSHIP:
Crossbow Venture Partners, L.P.		07/20/2006	LIMITED PARTNERSHIP:
Joel Mesznik		07/20/2006	INDIVIDUAL:
SI Services Company, L.L.C.		07/20/2006	LIMITED LIABILITY COMPANY:
Manuel Fernandez		07/20/2006	INDIVIDUAL:
John F. Halligan		07/20/2006	INDIVIDUAL:
Mu-centive, LLC		07/20/2006	LIMITED LIABILITY COMPANY:
William Bernstein		07/20/2006	INDIVIDUAL:
Valentis Investors, LLC		07/20/2006	LIMITED LIABILITY COMPANY:
MI-2 Capital, LLC		07/20/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Inceptor, Inc.
Street Address:	4 Clock Tower Place
Internal Address:	Suite 300
City:	Maynard
State/Country:	MASSACHUSETTS
Postal Code:	01754
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2548366	INCEPTOR
Registration Number:	2647000	INCEPTOR
Registration Number:	2750974	DRIVING CONVERSION MARKETING INCEPTOR

OP \$140.00 2548366

Registration Number:	2519471	WORD OF NET
Serial Number:	78724098	BIDCENTER

CORRESPONDENCE DATA

Fax Number: (617)248-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-248-4877
Email: tadmin@choate.com
Correspondent Name: Heather E. Balmat
Address Line 1: Two International Place
Address Line 2: Attn: Trademark Administrator
Address Line 4: Boston, MASSACHUSETTS 02446

ATTORNEY DOCKET NUMBER:	2002635.0000
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	07/20/2006

Total Attachments: 19
source=inceptorpayoff#page1.tif
source=inceptorpayoff#page2.tif
source=inceptorpayoff#page3.tif
source=inceptorpayoff#page4.tif
source=inceptorpayoff#page5.tif
source=inceptorpayoff#page6.tif
source=inceptorpayoff#page7.tif
source=inceptorpayoff#page8.tif
source=inceptorpayoff#page9.tif
source=inceptorpayoff#page10.tif
source=inceptorpayoff#page11.tif
source=inceptorpayoff#page12.tif
source=inceptorpayoff#page13.tif
source=inceptorpayoff#page14.tif
source=inceptorpayoff#page15.tif
source=inceptorpayoff#page16.tif
source=inceptorpayoff#page17.tif
source=inceptorpayoff#page18.tif
source=inceptorpayoff#page19.tif

INCEPTOR, INC.

July 20, 2006

Inceptor, Inc.
4 Clock Tower Place
Suite 300
Maynard, MA 01754

RE: Release of Security Interests

Ladies and Gentlemen:

Reference is made to the Note and Warrant Purchase Agreement dated as of July 4, 2004 (as amended and modified through the date hereof, the "Agreement") by and among Inceptor Inc. (the "Borrower") and SI Venture Fund II, L.P., Crossbow Venture Partners, L.P. and the other purchasers named therein (the "Lenders"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The Borrower intends to pay in full the amounts due to the Lenders under or in respect of the Agreement and the related Convertible Promissory Notes (the "Notes") on the Payoff Date (defined below). The Borrower agrees as follows:

1. This letter will confirm that all of the obligations of the Borrower to the Lenders under the Notes shall be terminated and satisfied in full upon receipt by the Lenders of each of the following:

(a) Immediately following the consummation of the sale of substantially all of the Borrower's assets to Verizon Directories Corp. (the "Acquisition"), a wire transfer of immediately available funds to the Lenders in the amounts as set forth on Schedule 1 hereto (the "Payoff Amount"), consisting of the following components:

- (i) \$1,411,530.69 in respect of unpaid principal outstanding under the Notes,
- (ii) \$308,443.67 in respect of accrued and unpaid interest on such unpaid principal amount (including interest through July 20, 2006) (to the extent that the pay-off is received by the Lenders after the date of July 20, 2006, the appropriate per diem interest will be added to this amount),
- (iii) \$1,719,974.36 in respect of a premium under the Notes (to the extent that the pay-off is received by the Lenders after the date of July 20, 2006,

additional premium equal to the appropriate per diem interest will be added to this amount).

(b) The date on which all of the foregoing conditions shall first be satisfied is referred to herein as the "Payoff Date". If the Payoff Date occurs after the date of July 20, 2006, the Lenders are entitled to per diem interest accruing after July 20, 2006, as described in Section 1(a)(ii) above and additional premium accruing after July 20, 2006, as described in Section 1(a)(iii) above.

2. Upon confirmation of the receipt of the wire transfer of the Payoff Amount (including any per diem interest) in accordance with the foregoing and satisfaction of the other conditions set forth in Section 1 above, the Lenders agree that the Borrower is authorized to execute, deliver, file and cause to be filed such lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, including but not limited to security interests in all of the Company's patents and trademarks and copyrights and applications therefor, including without limitation the patents set forth in Schedule 2 hereto and trademarks set forth in Schedule 3 and the registered copyrights set forth in Schedule 4 hereto, and other similar discharge or release documents (if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Lenders. Subject to confirmation of the receipt of the wire transfer of the Payoff Amount and the prior satisfaction of each of the conditions referred to in Section 1 above, the Lenders hereby authorize the Borrower to file or cause to be filed all Uniform Commercial Code termination statements as are necessary to terminate, of record, any Uniform Commercial Code financing statements filed by Lenders against Borrower, on and with effect from the Payoff Date, all of its security interests and liens created as security for the Borrower's obligations.

3. The Lenders shall execute and deliver to or for Borrower additional documents and shall provide additional information as Borrower may reasonably require to carry out the terms of this letter agreement including, without limitation, termination statements and other instruments necessary to release any liens or encumbrances on assets of the Borrower.


4. Lenders will, as promptly as practicable upon the satisfaction of the conditions referred to in Section 1 above, return to Borrower the originals of any and all promissory notes, duly marked "paid in full."

5. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

Very truly yours,

INCEPTOR, INC.

By: 
Name: TODD DERYN
Title: CEO

ACCEPTED AND AGREED:

LENDERS:

William Bernstein

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

Manuel Fernandez

John F. Halligan

Joel Mesznik

[SIGNATURE PAGE TO PAY-OFF LETTER]

TRADEMARK
REEL: 003352 FRAME: 0005

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

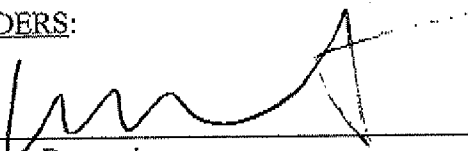
Very truly yours,

INCEPTOR, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

LENDERS:



William Bernstein

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

Manuel Fernandez

John F. Halligan

Joel Meznik

[SIGNATURE PAGE TO PAY-OFF LETTER]

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

Very truly yours,

INCEPTOR, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

LENDERS:

William Bernstein

CROSSBOW VENTURE PARTNERS, L.P.

By: Ravi Ugalde
Name: RAVI M. UGALE
Title: VICE-PRESIDENT

Manuel Fernandez

John F. Halligan

Joel Meznik

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

Very truly yours,

INCEPTOR, INC.

By: _____
Name:
Title:

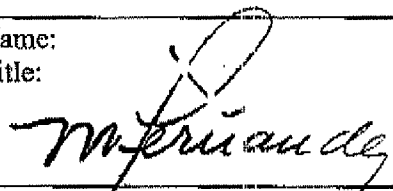
ACCEPTED AND AGREED:

LENDERS:

William Bernstein

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:



Manuel Fernandez



John F. Halligan

Joel Meznik

[SIGNATURE PAGE TO PAY-OFF LETTER]

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

Very truly yours,

INCEPTOR, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

LENDERS:

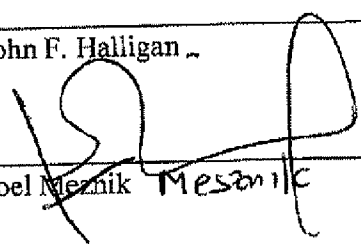
William Bernstein

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

Manuel Fernandez

John F. Halligan



Joel Mezrik Mesarik

[SIGNATURE PAGE TO PAY-OFF LETTER]

MI CAPITAL LLC

By: _____

Name: JOEL MESTNIK
Title: HUGH MEMBER

MI-2 CAPITAL LLC

By: _____

Name: JOEL MESTNIK
Title: HUGH MEMBER

MU CENTIVE LLC

By: _____

Name: JOEL MESTNIK
Title: HUGH MEMBER

MASSACHUSETTS TECHNOLOGY
DEVELOPMENT CORPORATION

By: _____

Name:
Title:

SI SERVICES COMPANY, LLC

By: _____

Name:
Title:

[SIGNATURE PAGE TO PAY-OFF LETTER]

MI CAPITAL LLC

By: _____
Name:
Title:

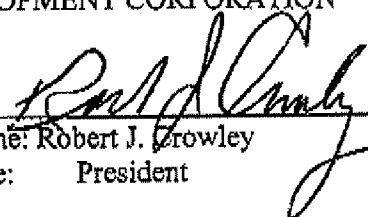
MI-2 CAPITAL LLC

By: _____
Name:
Title:

MU CENTIVE LLC

By: _____
Name:
Title:

MASSACHUSETTS TECHNOLOGY
DEVELOPMENT CORPORATION

By: 
Name: Robert J. Crowley
Title: President

SI SERVICES COMPANY, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO PAY-OFF LETTER]

MI CAPITAL LLC

By: _____
Name:
Title:

MI-2 CAPITAL LLC

By: _____
Name:
Title:

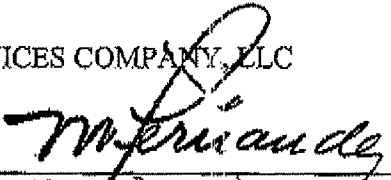
MU CENTIVE LLC

By: _____
Name:
Title:

MASSACHUSETTS TECHNOLOGY
DEVELOPMENT CORPORATION

By: _____
Name:
Title:

SI SERVICES COMPANY, LLC

By: 
Name: Marian Fernandez
Title: MANAGING MEMBER

[SIGNATURE PAGE TO PAY-OFF LETTER]

SI VENTURE FUND II, L.P.

By: *M. Peranda*
Name: *MARILYN FERNANDEZ*
Title: *AGING MEMBER*

VALENTIS INVESTORS LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO PAY-OFF LETTER]

SI VENTURE FUND II, L.P.

By: _____
Name:
Title:

VALENTIS INVESTORS LLC

By: Paul J. J.
Name: Paul Jacob
Title: VP

[SIGNATURE PAGE TO PAY-OFF LETTER]

SCHEDULE 1

SCHEDULE OF PAYMENTS TO LENDERS

See Schedule 1 – Payments to Lenders.

[SCHEDULE 1]

SCHEDULE 1 - PAYMENTS TO LENDERS

	Principal	Interest-7/20	Premium-7/20	Total
Bill Bernstein	\$ (463.97)	\$ (122.54)	\$ (586.51)	\$ (1,173.02)
Crossbow	\$ (500,000.00)	\$ (114,025.55)	\$ (614,025.55)	\$ (1,228,051.10)
Joel Mesznik	\$ (1,855.87)	\$ (490.26)	\$ (2,346.13)	\$ (4,692.26)
John F. Halligan	\$ (3,865.43)	\$ (798.79)	\$ (4,664.22)	\$ (9,328.44)
Manny Fernandez	\$ (3,865.43)	\$ (798.79)	\$ (4,664.22)	\$ (9,328.44)
MI-2 Capital LLC	\$ (45,825.76)	\$ (12,105.53)	\$ (57,931.29)	\$ (115,862.58)
MU Centive LLC	\$ (35,236.59)	\$ (9,308.28)	\$ (44,544.87)	\$ (89,089.74)
MTDC	\$ (250,000.00)	\$ (39,596.77)	\$ (289,596.77)	\$ (579,193.54)
SI Services Co. LLC	\$ (5,401.80)	\$ (1,119.55)	\$ (6,521.35)	\$ (13,042.70)
SI Venture Fund II, LP	\$ (540,486.82)	\$ (123,548.35)	\$ (664,035.17)	\$ (1,328,070.34)
Wexford	\$ (24,529.02)	\$ (6,529.26)	\$ (31,058.28)	\$ (62,116.56)
				\$ -
Balance	\$ (1,411,530.69)	\$ (308,443.67)	\$ (1,719,974.36)	\$ (3,439,948.72)

SCHEDULE 2

PATENTS

<i>Docket No.</i>	<i>Pat No. / App. No.</i>	<i>Title</i>	<i>Inventors(s)</i>	<i>Current Assignee/ Owner</i>	<i>Exec. Date</i>	<i>Current Assignment Correspondent</i>
03.0067	09/845,575 (allowed)	METHOD AND SYSTEM FOR ENHANCED WEB PAGE DELIVERY	LAMBERT, JOHN H. SEMECZKO, GEORGE ENGELS, GEERT	INCEPTOR, INC.	8/23/2001	CLOCK TOWER LAW GROUP
03.0069	6,981,217 (issued)	A SYSTEM AND METHOD OF OBFUSCATING DATA	KNAUFT, CHRISTOPHER, FRANKLIN, MARTIN	INCEPTOR, INC. 3 (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
03.0070	09/456,792 (abandoned)	A SYSTEM AND METHOD OF DYNAMICALLY GENERATING INDEX INFORMATION FOR A DATA OBJECT BASED UPON CLIENT PROVIDED SEARCH WORDS	KNAUFT, CHRISTOPHER, FRANKLIN, MARTIN	INCEPTOR, INC. 3 (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
03.0071	09/457,600 (pending)	A SYSTEM AND METHOD OF DYNAMICALLY CUSTOMIZING THE CONTENT OF A NETWORK ACCESSIBLE ELECTRONIC RESOURCE BASED UPON THE IDENTITY OF THE REQUESTOR	KNAUFT, CHRISTOPHER, FRANKLIN, MARTIN	INCEPTOR, INC. 3 (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
03.0072	6,654,754 (issued)	A SYSTEM AND METHOD OF DYNAMICALLY GENERATING AN ELECTRONIC DOCUMENT BASED UPON DATA ANALYSIS	KNAUFT, CHRISTOPHER, FRANKLIN, MARTIN	INCEPTOR, INC. 3 (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
03.0073	09/456,777	A SYSTEM AND METHOD OF	KNAUFT,	INCEPTOR, INC. 3	3/25/2005	CHOATE, HALL



[SCHEDULE 2]

<i>Docket No.</i>	<i>Pat No. / App. No.</i>	<i>Title</i>	<i>Inventors(s)</i>	<i>Current Assignee/ Owner</i>	<i>Exec. Date</i>	<i>Current Assignment Correspondent</i>
	(allowed)	PROVIDING MULTIPLE ITEMS OF INDEX INFORMATION FOR A SINGLE DATA OBJECT	CHRISTOPHER, FRANKLIN, MARTIN	(Subject to Security Interest)		& STEWART LLP
03.0074	09/456,793 (pending)	A SYSTEM AND METHOD OF DYNAMICALLY GENERATING INDEX INFORMATION	KNAUFT, CHRISTOPHER, FRANKLIN, MARTIN	INCEPTOR, INC. 3 (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
03.0083	10/883,556 (pending)	BID MANAGEMENT OPTIMIZATION SYSTEM AND APPARATUS	SACK, MICHAEL	INCEPTOR, INC.	6/30/2004	CLOCK TOWER LAW GROUP
	09/733,754 (abandoned on 02/07/2005) 0111847	SYSTEM AND METHOD FOR CALCULATING A MARKETING APPEARANCE FREQUENCY MEASUREMENT	SMITH, JAMES R. II	INCEPTOR, INC. (Subject to Security Interest)	3/25/2005	CHOATE, HALL & STEWART LLP
05.0164	11/343,112 (pending)	CLICK FRAUD PREVENTION SYSTEM AND METHOD	SACK, MICHAEL	INCEPTOR, INC.	3/27/2006	CLOCK TOWER LAW GROUP

[SCHEDULE 2]

SCHEDULE 3

TRADEMARKS

<i>TM App. No.</i>	<i>Mark</i>	<i>Goods and Services Description</i>	<i>Current Status</i>	<i>Registration Number</i>	<i>Current Assignment Information</i>	<i>Current Correspondent</i>
76053047	INCEPTOR	<u>International Class 009</u> - Software for maximizing the acquisition and management of traffic through websites.	Registered 3-12-2002	2548366	Owned by Inceptor Inc. (Subject to Security Interest)	CHOATE, HALL & STEWART LLP
76240406		<u>International Class 009</u> - Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing email marketing campaigns and user's manuals supplied therewith.	Registered 11-5-2002	2647000	Owned by Inceptor Inc. (Subject to Security Interest)	CHOATE, HALL & STEWART LLP
76240404		<u>International Class 009</u> - Software for maximizing the acquisition and management of traffic through websites, tracking, analyzing online customer purchasing and clickstream, managing e-mail marketing campaigns and	Registered 8-12-2003	2750974	Owned by Inceptor Inc. (Subject to Security Interest)	CHOATE, HALL & STEWART LLP

[SCHEDULE 3]

<i>TM App. No.</i>	<i>Mark</i>	<i>Goods and Services Description</i>	<i>Current Status</i>	<i>Registration Number</i>	<i>Current Assignment Information</i>	<i>Current Correspondent</i>
		instructional manuals sold as a unit.				
76014237	WORD OF NET	International Class 035: Business marketing consulting services provided via a global computer network for others, namely, providing marketing consulting services for companies doing business via a global computer network.	Registered	2519471	Inceptor, Inc.	CLOCK TOWER LAW GROUP
78724098	BIDCENTER	International Class 035 - Business marketing services, namely, providing online search marketing technology and services for managing pay-per-click campaigns.	Final review prior to publication has been completed, application will be published for opposition.		Inceptor Inc.	CLOCK TOWER LAW GROUP

[SCHEDULE 3]

SCHEDULE 4

REGISTERED COPYRIGHTS

<i>Name of Copyrighted Work</i>	<i>Registration Number</i>	<i>Owner</i>
MediaDNA search engine	TXu-871-728	Inceptor, Inc.
MediaDNA search engine	TXu-956-871	Inceptor, Inc.

[SCHEDULE 3]