

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Consent to Asset Transfer and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurus Master Fund, Ltd.		07/31/2006	Limited:

RECEIVING PARTY DATA	
Name:	INCENTRA SOLUTIONS INC.
Street Address:	1140 Pearl Street
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION: NEVADA
Name:	MANAGEDSTORAGE INTERNATIONAL, INC.
Street Address:	1140 Pearl Street
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2864097	DIVARCHIVE
Registration Number:	2687274	BITSCREAM

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-756-9292
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street

CH \$65.00 2864097

Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/09/2006

Total Attachments: 8
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**CONSENT TO ASSET TRANSFER
AND RELEASE OF SECURITY INTEREST**

This Consent to Transfer Assets ("Consent") is given this 31st day of July, 2006, by Laurus Master Fund, Ltd. ("Laurus") and acknowledged and agreed to by Incentra Solutions, Inc., a Nevada corporation ("Incentra"), and the subsidiaries of Incentra set forth below.

Recitals

A. Incentra, ManagedStorage International, Inc., a Delaware corporation ("MSI"), and Front Porch Digital, Inc., a Delaware corporation ("FPD") on the one hand, and Laurus on the other hand, are parties to the following agreements:

(1) Master Security Agreement dated as of May 13, 2004 (as amended, restated, modified and/or supplemented from time to time, the "Master Security Agreement"), FPD becoming a party thereto by way of a Joinder Agreement dated as of May 22-, 2006 (as amended, restated, modified and/or supplemented from time to time, the "Joinder Agreement").

(2) Security Agreement dated as of February 6, 2006 (as amended, restated, modified and/or supplemented from time to time, the "2006 Security Agreement"), FPD becoming a party to such agreement by way of the Joinder Agreement.

(3) Stock Pledge Agreement dated as of February 6, 2006 (as amended, restated, modified and/or supplemented from time to time, the "Stock Pledge Agreement"), FPD becoming a party to such agreement by way of the Joinder Agreement.

B. MSI and FPD on the one hand and Laurus on the other hand, are parties to the following agreements:

(1) Subsidiary Guaranty dated as of February 6, 2006 (as amended, restated, modified and/or supplemented from time to time, the "Subsidiary Guaranty"), FPD becoming a party to such agreement by way of the Joinder Agreement.

C. Incentra, MSI and FPD are entering into a Purchase Agreement in exactly the form attached to this Consent as Exhibit A (the "APA"), which provides for, among other things, the following:

(1) the sale, free and clear of all liens and encumbrances, of substantially all of the assets of FPD, including but not limited to (a) all of its tangible assets, (b) all of its intangible assets, including its intellectual property, and (c) all of the issued and outstanding stock

of Front Porch Digital International SAS, a French societe par actions simplifiee (the "French Shares"), which French Shares are currently held by MSI.

D. The Master Security Agreement, the 2006 Security Agreement, the Stock Pledge Agreement and the Subsidiary Guaranty (hereinafter collectively referred to as the "Laurus Documents") contain various provisions which, among others, provide:

(1) for a security interest in favor of Laurus in all of the assets of Incentra, MSI and FPD, specifically including but not limited to the intellectual property of FPD and the French Shares; and,

(2) a prohibition against Incentra, MSI and/or FPD selling, assigning or otherwise transferring their assets except of a limited value or under limited conditions and/or a covenant agreed to by Incentra, MSI and FPD that they will not make such a sale, assignment or transfer without the prior written consent of Laurus.

E. Pursuant to the Master Security Agreement and the 2006 Security Agreement, Laurus has recorded a specific lien in its favor in and to the intellectual property of Incentra, MSI and FPD, recorded in the official records of the United States Patent and Trademark Office on March 22, 2006 (the IP Security Interest*), in addition to general or "blanket" security interests in the assets of Incentra.

Agreement

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Laurus hereby consents and agrees as follows:

1. Laurus hereby consents to the transfer of the Acquired Assets (as defined in the APA) by Incentra, MSI and FPD as contemplated in the APA on the Closing Date (as defined in the APA) under the APA simultaneous with the payment of the Payoff Amount (as defined below) in accordance with Section 5 below, and agrees that such transfer and such reasonable actions by Incentra, MSI and FPD as are required to carry out their respective obligations for delivery of the assets under the APA will not be deemed a breach or event of default under any of the Laurus Documents so long as Payoff Amount is paid in accordance with Section 5 below.

2. Upon receipt by Laurus of the Payoff Amount (as defined below) in accordance with Section 5 below, Laurus releases the IP Security Interest as to the proprietary Intellectual Property of FPD and Front Porch Digital International SAS as set forth below in this Section 2 and will file within 3 business days a termination of the IP Security Interest with the US Patent and Trademark Office:

Patents:

- 1 - US Patent No. 7,035,468
- 2 - US Patent No. 6,947,598
- 3 - US Patent Application Serial No. 09/839,439
- 4 - US Patent Application Serial No. 09/839,354
- 5 - US Patent Application Serial No. 09/839,855

Trademarks:

- 1 - DIVArchive - US Patent and Trademark Office Trademark No. 2864097
- 2 - Bitscream - US Patent and Trademark Office Trademark No. 2687274;

3. Upon receipt by Laurus of the Payoff Amount, the security interests, security titles to and other liens or encumbrances of Laurus in the Acquired Assets will be automatically terminated and release

4. Each of the parties hereto will take such other steps or actions as are reasonable to carry out the purpose of this Consent and assist the other parties in doing the same.

5. In consideration for the consents and releases provided herein, Incentra, MSI and FPD hereby agree to make, or cause the buyer under the APA to make, on the Closing Date, a cash payment (the following, the "Payoff Amount") to Laurus to repay in full all outstanding principal, interest, fees, costs and expenses as of the Closing Date under and related to (A) that certain Secured Convertible Term Note dated May 13, 2004 made by Incentra to Laurus, in the original principal amount of Five Million Dollars (\$5,000,000) (as amended, restated modified and/or supplemented from time to time, the "2004 Term Note"), which as of the date hereof is equal to \$3,383,548 (which amount includes all principal, interest, fees, costs, redemption costs, expenses and liquidated damages as of the date hereof), (B) that certain Secured Term Note dated March 31, 2006 made by Incentra to Laurus, in the original principal amount of One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) (as amended, restated modified and/or supplemented from time to time, the "2006 Term Note"), which as of the date hereof is equal to \$1,939,948 (which amount includes all principal, interest, fees, costs, redemption costs, expenses and liquidated damages as of the date hereof) and (C) that certain Secured Revolving Note dated February 6, 2006 made by Incentra, PWI Technologies, Inc. ("PWI"), Incentra Solutions of California, Inc. ("Incentra Solutions"), MSI, and Incentra Solutions International, Inc ("Incentra International") to Laurus, in the original principal amount of Ten Million Dollars (\$10,000,000) (as amended, restated modified and/or supplemented from time to time, the "2006 Revolving Note"), which as of the date hereof is equal to \$9,266,166 (which amount includes all principal, interest, fees, costs, redemption costs, expenses and liquidated damages as of the date hereof). Incentra, MSI and FPD hereby agree to make, or cause the buyer under the APA to make, the payment of the Payoff Amount via wire transfer in accordance with the following wire instructions:

Bank: North Fork Bank
ABA #: 021407912
Account #: 270-404-8053
Account Name: Laurus Master Fund
Reference: ICNS Payoff

The Payoff Amount, if paid prior to 3 p.m. (New York time) on July 31, 2006 (the "Contemplated Payoff Date") would equal \$14,589,662. The Payoff Amount shall be increased by all interest, fees, costs, redemption costs, expenses and liquidated damages incurred under the 2004 Term Note, the 2006 Term Note and the 2006 Revolving Note (or, in each case, any agreement related thereto) after the Contemplated Payoff Date.

6. Each of the parties to this Consent understands and agrees that (i) following the receipt by Laurus of the Payoff Amount, each of the 2004 Term Note and the 2006 Term Note shall be cancelled in their entirety, and (ii) amounts under the 2006 Revolving Note may be re-borrowed following the payment to Laurus of the Payoff Amount in accordance with the terms and conditions of the 2006 Revolving Note, the 2006 Security Agreement and the Ancillary Agreements referred to in the 2006 Security Agreement (as amended, restated, modified and/or supplemented from time to time, collectively, the "2006 Ancillary Agreements"). Furthermore, for the avoidance of doubt, each of the parties to this Consent understands and agrees that, subject to the limited consents contained herein, each of the 2006 Security Agreement, the 2006 Ancillary Agreements, the Stock Pledge Agreement, the Master Security Agreement, the Subsidiary Guaranty, that certain Securities Purchase Agreement dated as of March 31, 2006, by and between Incentra and Laurus (as amended, restated, modified and/or supplemented from time to time, the "2006 Securities Purchase Agreement"), all Related Agreements referred in the 2006 Securities Purchase Agreement (as amended, restated, modified and/or supplemented from time to time, the "2006 Related Agreements"), all warrants and options issued by Incentra to Laurus on or prior to the date hereof, all registration rights agreements entered into between Incentra and Laurus entered into on or prior to the date hereof, and any and all agreements, filings and other documents related to any of the foregoing, except as otherwise expressly provided herein, shall in each case remain in full force and effect.

7. Each of Incentra, PWI, Incentra Solutions, MSI, Incentra International, Network Systems Technologies, Inc. hereby represents and warrants to Laurus that on and after March 31, 2006 and prior to the date hereof, it has not transferred any assets to, made any investments in, or made any loan to, FPD, Front Porch Digital International SAS and/or any of their respective subsidiaries, except for the limited transfer, on or prior to the date hereof of the assets directly related to the broadcast division of Incentra, including intellectual property assets, to FPD. Furthermore, each of Incentra, PWI, Incentra Solutions, MSI, Incentra International, Network Systems Technologies, Inc. hereby agree that it shall not, on or after the date hereof, transfer any assets to, make any investments in, or make any loan to, FPD, Front Porch Digital International SAS and/or any of their respective subsidiaries.

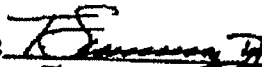
8. Each of the parties to this Consent hereby represents and warrants to Laurus that as of the date hereof all representations, warranties and covenants made by it in connection any agreement entered into between itself and/or any other party to this Consent on the one hand, and Laurus on the other hand, are true, correct and complete and all of its covenant requirements set forth in any such agreement and any agreement related thereto have been met. Incentra hereby agrees to file a Form 8-K ("8-K") relating to the transactions contained in this Consent and the APA within four (4) business days after the Closing Date.

8. The agreements set forth in this Consent shall be effective as of the Closing Date of the APA following the execution and delivery of same by each of Incentra, MSI, FPD, PWI, Incentra International, Incentra Solutions, Network Systems Technologies, Inc. and Laurus. This Consent shall be binding upon the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and its successors and permitted assigns. **THIS CONSENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.** This Consent may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. From and after the execution and delivery of this Consent by the parties hereto, this Consent shall constitute (I) a "Related Agreement" for all purposes of the 2006 Securities Purchase Agreement and the 2006 Related Agreements and (II) an "Ancillary Agreement" for all purposes of the 2006 Security Agreement and the 2006 Ancillary Agreements. Any default under this Consent shall constitute an "Event of Default" under, and as defined in, the 2006 Security Agreement, each 2006 Ancillary Agreement, the 2006 Securities Purchase Agreement and each 2006 Related Agreement.

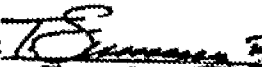
[S I G N A T U R E P O G D L O W S]

IN WITNESS WHEREOF, each of the parties hereto has caused this Consent to be signed in its name effective as of this 31st day of July, 2006.


INCENTRA SOLUTIONS, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

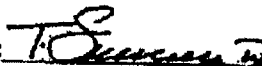
MANAGEDSTORAGE INTERNATIONAL, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

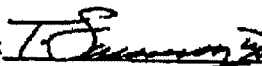
FRONT PORCH DIGITAL, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

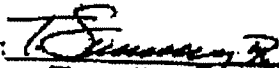
PWI TECHNOLOGIES, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

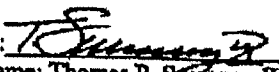
INCENTRA SOLUTIONS OF CALIFORNIA, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

INCENTRA SOLUTIONS
INTERNATIONAL, INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

NETWORK SYSTEM TECHNOLOGIES,
INC.

By: 
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

LAURUS MASTER FUND, LTD.

By: _____
Name:
Title:

INCENTRA SOLUTIONS
INTERNATIONAL, INC.

By: _____
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

NETWORK SYSTEM TECHNOLOGIES,
INC.

By: _____
Name: Thomas P. Sweeney III
Title: Chairman and Chief Executive Officer

LAURUS MASTER FUND, LTD.

By: _____
Name: Eugene Grin
Title: Director