

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
Credit Suisse, Cayman Islands Branch		08/10/2006	Cayman Islands Branch of a Swiss Joint Stock Company: SWITZERLAND

RECEIVING PARTY DATA

Name:	Numara Software Holdings, Inc.
Street Address:	c/o TA Associates, Inc., 125 High Street, Suite 2500
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

Name:	BOSI Acquisition Corp.
Street Address:	c/o TA Associates, Inc., 125 High Street, Suite 2500
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

Name:	Numara Software, Inc.
Also Known As:	AKA Blue Ocean Software, Inc.
Street Address:	2202 North West Shore Boulevard, Suite 650
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark

900055407

**TRADEMARK
 REEL: 003367 FRAME: 0156**

CH \$65.00 1790802

Registration Number:	1790802	BLUE OCEAN SOFTWARE
Registration Number:	1748294	TRACK-IT!

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-570-2830
Email: sfarrell@goodwinprocter.com
Correspondent Name: Stacey Farrell
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Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	121357-162741
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	08/10/2006

Total Attachments: 6
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of August 10, 2006, is made by Credit Suisse, Cayman Islands Branch (“CS”), in its capacity as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of those persons listed as Grantors in the IP Security Agreement (as defined below) (the “*Grantors*”).

WHEREAS, Numara Software, Inc. (f/k/a Blue Ocean Software, Inc., as surviving entity of the Merger), a Delaware corporation, entered into a Credit Agreement dated as of December 9, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CS, as Administrative Agent and Collateral Agent, Wells Fargo Foothill, Inc. as Syndication Agent, SunTrust Bank and SVB Financial Group, as Co-Documentation Agents and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor executed and delivered that certain Security Agreement dated December 9, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to enter into an Intellectual Property Security Agreement, dated as of December 9, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the IP Security Agreement was filed on December 20, 2005 with the U.S. Patent and Trademark Office and was recorded at reel/frame no. 03213/0924 and on December 22, 2005 in the United States Copyright Office and was recorded at volume/document no. 3535/412.

WHEREAS, in accordance with the provisions in the Credit Agreement and the Security Agreement, the Collateral Agent is willing to terminate and discharge fully its security interest in the Grantors’ intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby releases to the Grantors its security interest in all of such Collateral Agent’s right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement), including, without limitation,

the trademarks and trademark applications listed on Schedule B hereto and the copyrights and copyright applications listed on Schedule C hereto.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release of Intellectual Property Security Interest.

SECTION 3. Governing Law. This Release of Intellectual Property Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as **Collateral Agent**

By _____
Title: **VANESSA GOMEZ**
VICE PRESIDENT

By _____
Title: **NUPUR KUMAR**
ASSOCIATE

Schedule A to the
Release of Intellectual Property
Security Interest

PATENTS

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None.						

Schedule B to the
Release of Intellectual Property
Security Interest

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Blue Ocean Software, Inc.	Blue Ocean Software	USA	1790802	June 1, 1992	August 31, 1993
Blue Ocean Software, Inc.	Track-It!	USA	1748294	June 1, 1992	January 26, 1993

Schedule C to the
Release of Intellectual Property
Security Interest

COPYRIGHTS

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Blue Ocean Software, Inc.	Track-It! Version 1	USA	Blue Ocean Software, Inc.	TX-3-252-337	2/27/92
Blue Ocean Software, Inc.	Track-It! Version 2	USA	Blue Ocean Software, Inc.	TX-5-336-012	7/2/01
Blue Ocean Software, Inc.	Track-It! Version 3	USA	Blue Ocean Software, Inc.	TX-5-336-013	7/6/01
Blue Ocean Software, Inc.	Track-It! Version 4	USA	Blue Ocean Software, Inc.	TX-5-336-014	7/6/01
Blue Ocean Software, Inc.	Track-It! Version 5	USA	Blue Ocean Software, Inc.	TX-5-674-608	6/24/02
Blue Ocean Software, Inc.	Intuit Track-It! Version 6	USA	Blue Ocean Software, Inc.	TX-5-867-584	7/6/03
Blue Ocean Software, Inc.	Intuit Track-It! Version 6	USA	Blue Ocean Software, Inc.	TX-6-179-342	7/14/05
Blue Ocean Software, Inc.	Intuit Track-It! Version 6.5	USA	Blue Ocean Software, Inc.	TX-6-051-743	10/15/04
Blue Ocean Software, Inc.	NT Manage		Blue Ocean Software, Inc.	TX-4-375-607	9/8/96