

07-27-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103281944

To the Director of the U.S. Patent and Trademark Office and to the appropriate Patent Office in the foreign countries, if any, of which the applicant is a national or resident, and to the Patent Office in the country of origin of the goods or services, if any, in connection with the application for registration of the mark, and to the Patent Office in the country of origin of the goods or services, if any, in connection with the application for registration of the mark, and to the Patent Office in the country of origin of the goods or services, if any, in connection with the application for registration of the mark.

7-25-06

1. Name of conveying party(ies):
Silicon Valley Bank
3003 Tasman Dr. HF-154
Santa Clara, CA 95054

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Mainstar Software Corporation**
Internal Address: **c/o Bellevue Gateway II**

Street Address: **915 18th Ave SE, Suite 320**

City: **Bellevue**
State: **WA**
Country:
Zip: **98005**

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): **06/27/2006**

 Assignment Merger
 Security Agreement Change of Name

 Other: **RELEASE**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,203,150

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 40.00**
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

OFFICE OF PUBLIC RECORDS
2006 JUL 25 11 3 26
FINANCE SECTION 01

9. Signature. *Lana Lorne* 6/27/06
Signature Date
07/26/2006 DBYRNE 00000067 2203150
01 FC-0521 Lana Lorne DP
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: **3**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

TRADEMARK
REEL: 003371 FRAME: 0008

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Mainstar Software Corporation**, ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, November 01, 2001 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on December 28, 2001, Reel 2419, Frame 0771.

Dated: June 27, 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 November 1, 2001 by and between SILICON VALLEY BANK ("Bank") and Mainstar Software Corporation and Ronald Ferguson ("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 dated November 1, 2001 (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, Patents, and Mask Works 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, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

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

GRANTOR:

Mainstar Software Corporation

Address of Grantor:

12011 NE First Street, Suite 102
Bellevue, WA 98005

Attn: _____

By: 

Title: President

Address of Grantor:

9409 NE 14th Street
Bellevue, WA 98005

Attn: _____

By: 
Ronald Ferguson

BANK:

SILICON VALLEY BANK

Address of Bank:

4110 Carillon Point
Kirkland, WA 98033

Attn: _____

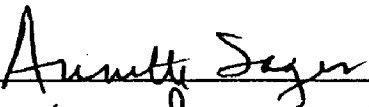
By: 
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Open market; Softshare open marketplace	TX4428792	9/16/96
Link for Windows	TX4428791	9/16/96

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Software for disaster backup and recovery for Mainframe	2,203,150	11/10/98

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date