

10-25-2006



103327123

To the Director of the U.S. Patent and T.

Documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

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

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

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **October 18, 2006**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

2. Name and address of receiving party(ies):

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

Name: **Vibrant Solutions, Inc.**

Internal Address

Street Address: **3040 Williams Drive Suite 401**

City: **Fairfax**
State: **VA**
Country: **USA**
Zip: **22031**

- 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)

2743441
2789260

10/24/2006 DBYRNE 00000191 2743441

01 FC:8521 40.00 OP
02 EC:8522 25.00 OP

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: **HF154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA** State: **CA** ZIP: **95054**

Phone Number: **(408)654-4044**

Fax Number: **(408)654-6313**

Email Address: **AMDC@SVB.COM**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 65.00**

- 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 OCT 24 AM 10:46
FINANCE SECTION

9. Signature.

Signature

October 18, 2006

Date

Kelly Green
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK


10.24.06

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Vibrant Solutions, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, January 19, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on February 2, 2005, Reel 3201, Frame 0155.

Dated: **October 18, 2006**

SILICON VALLEY BANK

By: 
Name: Channon Kennedy
Title: Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 19, 2005 by and between SILICON VALLEY BANK ("Bank") and VIBRANT SOLUTIONS, INC. ("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 Amended and Restated Loan and Security Agreement by and between Bank, the Grantor and Information View Services Corporation dated February 5, 2004 (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).

B. Grantor is in default under the Loan Agreement and Grantor has requested that Bank forbear from exercising certain rights and remedies under the Loan Agreement and Bank has agreed to forbear pursuant to that certain Forbearance Agreement of even date herewith (the "Forbearance Agreement") between the Grantor, Information View Services Corporation and Bank.

C. Pursuant to the terms of the Forbearance 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 and Grantor has agreed that Bank may file this Agreement.

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 and Trademarks listed on Schedules A, B and C 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VIBRANT SOLUTIONS, INC.

Address of Grantor:

By: *William C. Welch*
Title: *EVP + CFO*

BANK:

SILICON VALLEY BANK

Address of Bank:

By: *Andre A. R.*
Title: *SRM*

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

Vibrant Solutions, Inc.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus and method for providing a class versioning architecture	10196573	07/16/2002
System and method for class transitioning	10197631	07/16/2002

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Applicant/ Registrant</u>	<u>Status</u>
ACCULOGIC	76/352376	12/27/2001	Vibrant Solutions, Inc. (DE Corp.)	Abandoned
VIEWLOGIC	76/342296	11/28/2001	Vibrant Solutions, Inc. (DE Corp.)	Abandoned
VIBRANT SOLUTIONS	76/290510	7/27/2001	Vibrant Solutions, Inc. (MA Corp.)	Abandoned
VIBRANT SOLUTIONS	2789260	12/02/2003	Vibrant Solutions, Inc. (DE Corp.)	Registered
VIBRANT SOLUTIONS	2743441	7/29/2003	Vibrant Solutions, Inc. (DE Corp)	Registered