

03-28-2007

United States Patent and Trademark Office



103388400

To the Director of the U.S. Patent and Trademark Office

and documents or the new address (es) below.

1. Name of conveying party(ies):
SILICON VALLEY BANK

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

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

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

Execution Date(s): **March 12, 2007**

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other : **Release**

Name: **Delinea Corporation**

Internal Address

Street Address: **2800 Dallas Parkway Suite 140**

City: **Plano**
State: **TX**
Country: **USA**
Zip: **75093**

- 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)

2231292
2111742

2218695

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) 919-0310**

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

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

- 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

9. Signature.

Signature

March 12, 2007

Date

Susana Valdivia
Name of Person Signing

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

OFFICE OF THE ASSISTANT COMMISSIONER
707 MAR 27 AM 10 56
FINANCE SECTION

03/27/2007 NJAMA1
00000088 2231292
40.00 OP
50.00 OP

3-27-07

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Delinea Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, October 3, 2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on September 27, 2004, Reel 3053, Frame 0164.

Dated: **March 12, 2007**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Delinea Corporation ("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 the Effective Date (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.

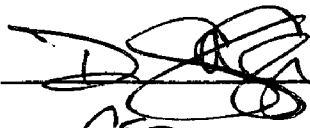
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Delinea Corporation

Address of Grantor:

16301 Quorum Drive, Suite 200B
Addison, TX 75001

By: 
Title: CFO


Attn: STUART GODFRE

BANK:

SILICON VALLEY BANK

Address of Bank:

14185 N. Dallas Parkway, Suite 780
Dallas, TX 75254

By: 
Title: SRM

Attn: _____

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
FORM TX – Collective Works Copyright IPM System (Building Blocks) Release 1.2	TX-4-573-235	06/12/1997
FORM TX – Collective Works Copyright IPM System (Building Blocks) Release 3.0	TX-4-550-018	06/12/1997

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Akili Systems Group Design Service Mark	2,111,742	11/11/1997
Akili Systems Group Service Mark	2,231,292	03/16/1999
HCI Systems Logo – HCI Systems	2,218,695	01/19/99
HCI Systems Name – IPM System (Building Blocks)	2,218,695	08/10/99

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None