

05-31-2007



103411406

To the Director of the U.S. Patent

ted documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

Name of receiving party(ies):

conveying parties attached?  Yes  No

Name: **Proactivenet, Inc.**

Internal Address

Street Address: 2055 Laurelwood Roak, Suite 130

City: **Santa Clara**

State: **CA**

Country: **USA**

Zip: **95054**

- Individual(s)
- Association
- General Partnership
- Limited Partnership

- Corporation-State
- Other

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

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

Execution Date(s): **May 21, 2007**

- Assignment
- Merger
- Security Agreement
- Change of Name

- 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)

Other : **Release**

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)

**2466446**

**2437604**

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)654-5506**

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

Email Address: **nbarbosa@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

9. Signature.

Signature

May 21, 2007  
Date

Nadine Barbosa  
Name of Person Signing

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

OFFICE OF PRIORITY RECORDS  
MAY 22 10 7 51  
FINANCE SECTION

00000059 2466446

40.00 OP  
25.00 OP

05/30/2007 NJRMA1

01 FC:8521  
02 FC:8522

TRADEMARK

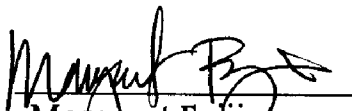
5-29-07

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Proactivenet, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, February 27, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on May 19, 2003, Reel 2755, Frame 0756.

Dated: **May 21, 2007**

SILICON VALLEY BANK

By:   
Name: Margaret Fujii  
Title: Operations Manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 27, 2003 by and between SILICON VALLEY BANK ("Bank") and PROACTIVENET, INC., a California 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 as of even date herewith (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:

Address of Grantor:

2041 Mission College Boulevard  
Suite 260  
Santa Clara, California 95054

PROACTIVENET, INC.

By: 

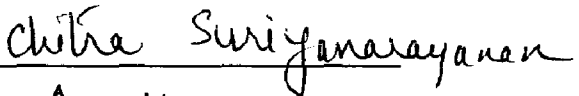
Title: President/CEO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

SILICON VALLEY BANK

By: 

Title: Acct Mgr

Attn: \_\_\_\_\_

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>
"Method and Apparatus for Monitoring a Network Environment"	6,327,677	04/27/98
"Method and Apparatus for Intelligent Storage And Reduction of Network Information"	6,453,346	07/17/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROACTIVENET – computer software for computer systems and computer network management, namely, software for computer network monitoring and computer system diagnostics and user manuals provided together therewith as a unit.	2,466,446	07/03/01
PROACTIVENET - remote and on-site monitoring of computer systems; computer consultation, excluding computer consultation in the field of human resources management computer software; computer diagnostic services.	2,437,604	03/20/01

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number \_\_\_\_\_

Registration/  
Application  
Date \_\_\_\_\_