

07-23-2007

United States Patent and Trademark Office



To the Director of the U.S. Pat

103428815

ached documents or the new address(es) below.

ess of receiving party(ies):

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

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

Name: Infocruiser, Inc.

Internal Address

Street Address: 1700 Rockville Pike S 600A

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

- Corporation-State
- Other

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

City: Rockville
State: MD
Country: USA
Zip: 20852

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

Execution Date(s): June 25, 2007

- Assignment
- Security Agreement
- Merger
- 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)

78009998

78025731

78038754

78038762

B. Trademark Registration No.(s)

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: 4

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 115.00

- 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.

Kelly Green

Signature

June 25, 2007

Date

Kelly Green

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22312-1450

TRADEMARK

REEL: 003585 FRAME: 0429

7.20.07

OFFICE OF PUBLIC RECORDS
2007 JUN 21 AM 10:39
FINANCE SECTION

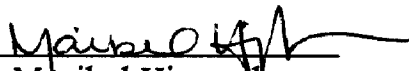
07/20/2007 DBYRNE 00000185 78009998
40.00 00
75.00 00
01 FC:8521
02 FC:8522

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Infocruiser, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, March 7, 2001, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 23, 2001, Reel 2286, Frame 0084.

Dated: **June 25, 2007**

SILICON VALLEY BANK

By: 
Name: Maribel Higareda
Title: Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 7, 2001 by and between SILICON VALLEY BANK ("Bank") and INFOCRUISER, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make a certain Supplement Equipment Loan available to the Grantor (the "Supplemental Equipment Loan") in the amounts and manner set forth in that certain First Amendment to Loan and Security Agreement (the "First Amendment") by and between Bank and Grantor dated of even date herewith, which amends that certain Loan and Security Agreement dated November 12, 2000 by and among Bank and Grantor (the Loan and Security Agreement, as amended by the First Amendment and as the same may be amended, modified or supplemented from time to time, is hereinafter called the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Supplemental Equipment Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 all Supplemental Equipment Advances, together with all interest thereon, and all costs and expenses now or hereafter incurred by Bank in connection therewith, 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 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:
InfoCruiser, Inc.
4121 Wilson Boulevard, 6th Floor
Arlington, Virginia 22203
Attn: Bruce McNamer

INFOCRUISER, INC.

By: [Signature] (Seal)
Name: [Signature]
Title: [Signature]

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn:

SILICON VALLEY BANK

By: _____
Name:
Title:

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.

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GRANTOR:

Address of Grantor:
InfoCruiser, Inc.
4121 Wilson Boulevard, 6th Floor
Arlington, Virginia 22203
Attn: Bruce McNamer

INFOCRUISER, INC.

By: _____(Seal)
Name:
Title:

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn:

SILICON VALLEY BANK


By: 
Name: Steven E. Carmin
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Code relating to certain software developed by
InfoCruiser

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"System and Method for Routing Database Requests to a Database and a Cache"	Filed November 15, 2000	Utility Application No.: 09/711,881
"System and Method for Delivering Dynamic Content Using Content Delivery Servers"	Filed November 30, 2000	Provisional Application No.: 60/253,939
"System and Method for Adaptive Data Caching"	Filed February 8, 2001	Utility Application No.: 09/778,716

EXHIBIT C

Trademarks

MARK/COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
<p>CRUISE CONTROLLED United States</p>	<p>Serial No. 78/025,731</p>	<p>Class 9: database caching and content delivery software for information, data, streaming media and document manipulation, management, searching, archiving, retrieval and delivery on a global computer network or local area network; computer hardware namely cpus, circuit boards, disk drives, backplanes, disk controllers, ethernet controllers, power supplies, fans and ram; manuals and documents sold as a unit therewith</p>	<p>Filed: 9/13/00 (on the basis of intended use) Application assigned to Examiner 2/15/01</p>
<p>INFOCRUISER United States</p>	<p>Serial No. 78/009,998</p>	<p>Class 9: computer software for temporarily storing data in a cache; communications software, namely software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpus, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith</p>	<p>Filed: 5/24/00 (on the basis of intended use) Approved for publication 11/20/00</p>

MARK/COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
IQ-CACHE United States	Serial No. 78/038,754	Class 9: computer software for temporarily storing data in a cache; communications software, namely, software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed 12/11/00 (on the basis of intended use) Application not yet assigned to an Examiner
TELE-CACHE United States	Serial No. 78/038,762	Class 9: computer software for temporarily storing data in a cache; communications software, namely, software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed: 12/11/00 (on the basis of intended use) Application not yet assigned to an Examiner