

09-18-2007

United States Patent and Trademark Office



103445778

To the Director of the U.S. Patent

and documents or the new address (es) below.

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

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

Name: **Realage, Inc.**

Internal Address

Street Address: **10675 Sorrento Valley Road Ste 200**

City: **San Diego**

State: **CA**

Country: **USA**

Zip: **92121**

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): **September 7, 2007**

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)

75119957 75846517

75385243 75846519

75562380 75846520

75562381 75594328 76425905

B. Trademark Registration No.(s)

2155113 2845155 2926612

2261318 2239846 2797572

2282615 2506643

2305201 2801158

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@syb.com**

6. Total number of applications and registrations involved: **19**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 490.00**

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

September 7, 2007

Date

Susana Valdivia
Name of Person Signing

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

OFFICE OF PUBLIC RECORDS
SEP 19 PM 12
FINANCE SECTION

09/17/2007 M1AM1
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40.00 DP
450.00 DP

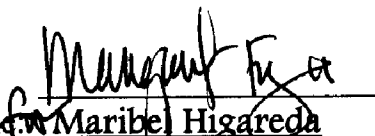
9.14.07

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Realage, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, January 30, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 10, 2003, Reel 2688, Frame 0451.

Dated: **September 7, 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 the Effective Date by and between SILICON VALLEY BANK ("Bank") and REALAGE, 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 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:

REALAGE, INC.

By:  1/30/03
Title: Chairman of the Board

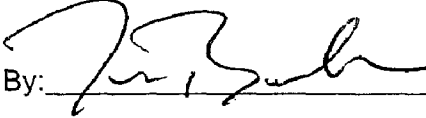
Address of Grantor:

11468 Sorrento Valley Road
San Diego, CA 92121

Attn: _____

BANK:

SILICON VALLEY BANK

By: 
Title: Director
Effective Date: 1/30/03

Address of Bank:

4445 Eastgate Mall, Suite 110
San Diego, CA 92121-1764

Attn: _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Live Younger day by day 2002 Calendar	TX5417794	07/20/2001
The RealAge diet : make yourself younger with what you eat /Michael F. Roizen and John LaPuma	TX5383861	05/01/2001
RealAge : are you as young as you can be? / Michael F. Roizen with Elizabeth Anne Stephenson	TX5145294	01/12/2000

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Developing and Selecting a Customized Wellness Plan	5,937,387 08/833,145	08/10/1999 4/4/1997
System and Method for Developing and Selecting a Customized Wellness Plan	6,269,339 B1 09/222,687	07/31/2001 12/29/1998
Expert System for Generating Guideline-Based Information Tools	5,574,828 234,982	11/12/1996 04/28/1994

EXHIBIT C**Trademarks**

<u>Description</u>	<u>Registration/ Application/Serial Number</u>	<u>Registration/ Application/Serial Date</u>
Motivating Healthy Behavior	78/159,278	08/29/2002
Dog Age	76/434,625	07/26/2002
Dog's Realage	76/425,905	06/27/2002
Dogage	76/425,213	06/27/2002
Live Life to the Youngest	76/182,613	12/19/2000
	2,506,643	11/13/2001
Real Age	75/119,958	06/17/1996
	2,261,318	07/13/1999
Age Reduction	75/119,957	06/17/1996
Realage	74/616,702	12/30/1994
	2,155,113	05/05/1998
Realage	75/978,089	04/24/1997
	2,239,846	04/13/1999
	75/280,503	04/24/1997
Grow Younger	75/854,959	11/22/1999
Healthbytes	75/846,520	11/12/1999
Real Prizes	75/846,519	11/12/1999
Realadvantages	75/846,517	11/12/1999
Age Reduction	75/594,328	08/06/1999
Age Reduction	75/562,381	10/1/1998
Age Reduction	75/562,380	10/1/1998
Realage	75/385,246	11/05/1997
	2,305,201	01/04/2000
Age Reduction	75/385,245	11/05/1997
	2,282,615	10/05/1999
Real Age	75/385,243	11/05/1997

EXHIBIT D

Mask Works

Description

Registration/
Application/Serial
Number _____

Registration/
Application/Serial
Date _____

None