

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents and Trademarks												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>INCENTRA SOLUTIONS INC.</td> <td>FORMERLY Front Porch Digital Inc.</td> <td>09/05/2007</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>MANAGEDSTORAGE INTERNATIONAL, INC.</td> <td></td> <td>09/05/2007</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	INCENTRA SOLUTIONS INC.	FORMERLY Front Porch Digital Inc.	09/05/2007	CORPORATION: NEVADA	MANAGEDSTORAGE INTERNATIONAL, INC.		09/05/2007	CORPORATION: DELAWARE
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RECEIVING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Laurus Master Fund, Ltd.</td> </tr> <tr> <td>Street Address:</td> <td>335 Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10017</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CAYMAN ISLANDS</td> </tr> </table>		Name:	Laurus Master Fund, Ltd.	Street Address:	335 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10017	Entity Type:	CORPORATION: CAYMAN ISLANDS
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (312)896-5678 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312/464-3135 Email: msmolucka@loeb.com Correspondent Name: Mary Ann Smolucka Address Line 1: 321 North Clark Address Line 2: Suite 2300 Address Line 4: Chicago, ILLINOIS 60610</p>													
ATTORNEY DOCKET NUMBER:	203891-10014												
NAME OF SUBMITTER:	Mary Ann Smolucka												

CH \$65.00 2446819

Signature:	/s/ Mary Ann Smolucka
Date:	10/18/2007
Total Attachments: 7 source=laurus security interest#page1.tif source=laurus security interest#page2.tif source=laurus security interest#page3.tif source=laurus security interest#page4.tif source=laurus security interest#page5.tif source=laurus security interest#page6.tif source=laurus security interest#page7.tif	

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of September 5, 2007, is executed by INCENTRA SOLUTIONS INC. (f/k/a Front Porch Digital Inc.), a corporation organized under the laws of the State of Nevada and MANAGEDSTORAGE INTERANTIONAL, INC., a corporation organized under the laws of the State of Delaware (together the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Companies (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Companies have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-

Grant

fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

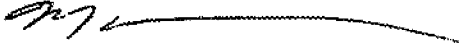
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

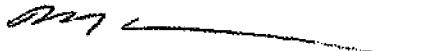
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

INCENTRA SOLUTIONS INC.


By: _____
Name: Matthew Rubin
Title: SVP & Treasurer

MANAGEDSTORAGE
INTERNATIONAL, INC.


By: _____
Name: Matthew Rubin
Title: Asst Secretary

LAURUS MASTER FUND, LTD.
By: Laurus Capital Management, LLC,
Investment manager

By: _____
Name: *David Grin*
Title: *Authorized Signatory*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST (LAURUS)

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Managedstorage International, Inc.	Miscellaneous design	2446819	04/24/01	U.S.A
Managedstorage International, Inc.	Powerbak	2451514	05/15/01	U.S.A

Grant

SCHEDULE 2 TO GRANT OF SECURITY INTEREST (LAURUS)

PATENTS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Managedstorage International, Inc.	Method and apparatus for data storage information gathering	20030037187	02/20/2003	U.S.A.
Incentra Solutions, Inc.	Direct Disk Monitor	10/216,941	8/12/02	U.S.A.

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally came _____
_____ who, being by me duly sworn, did state as follows: that he is
_____ of Incentra Solutions, Inc., that he is authorized to execute the foregoing Grant
on behalf of said corporation and that he did so by authority of the Board of Directors of said
corporation.

Notary Public

Grant