

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breakaway, Ltd.		01/17/2008	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Dr.		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77081733	MOSBE	
Serial Number:	77080305	MOSBE	
Serial Number:	77080574		
Serial Number:	77080564		
Serial Number:	77080288	BREAKAWAY	
CORRESPONDENCE DATA			
Fax Number:	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3032927939		
Email:	trish.rogers@moyewhite.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	1400 16th St.		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		

CH \$140.00 77081733

ATTORNEY DOCKET NUMBER:	9882.00054
NAME OF SUBMITTER:	Patricia J. Rogers
Signature:	/patricia j. rogers/
Date:	01/25/2008
Total Attachments: 3 source=Breakaway 1st Amend to IP Agmt 1 17 08#page1.tif source=Breakaway 1st Amend to IP Agmt 1 17 08#page2.tif source=Breakaway 1st Amend to IP Agmt 1 17 08#page3.tif	

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 17th day of January, 2008, by and between Silicon Valley Bank ("Bank") and Breakaway, Ltd., a Maryland corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of December 22, 2006 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. Amendment to IP Agreement. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

3. Limitation of Amendment.

3.1 The amendment set forth in **Section 2**, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

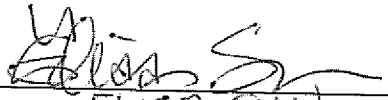
4. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: 
Name: ELISA SUN
Title: VP

BORROWER:

BREAKWAY LTD.

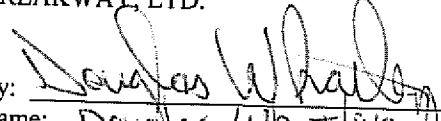
By: 
Name: Douglas Whatley
Title: CEO

EXHIBIT A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
MOSBE	77081733	1/10/2007
MOSBE	77080305	1/12/2007
[Design]	77080574	1/11/2007
[Design]	77080564	1/11/2007
BREAKAWAY	77080288	1/10/2007