

03-04-2008

U.S. DEPARTMENT OF

United States Patent and Trademark Office



To the Director of the U.S. P

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

103486217

Attached documents or the new address (es) below.

Address of receiving party(ies):

(s) of conveying parties attached? ☐ Yes ☒ No

3-3-08

☐ Individual(s)
☐ General Partnership

☐ Association
☐ Limited Partnership

☒ Corporation-State
☐ Other

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

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

Execution Date(s): **February 20, 2008**

☐ Assignment
☐ Security Agreement
☐ Merger
☐ Change of Name

☒ Other : **Release**

Name: **Trajecta, Inc.**

Internal Address

Street Address: **10415 Morado Circle Building III Ste 100**

City: **Austin**
State: **TX**
Country: **USA**
Zip: **78759**

☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation
☐ Other

Citizenship
Citizenship
Citizenship
Citizenship
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)
75532105
75631737

B. Trademark Registration No.(s)
2189646
2367572
2294309

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@svb.com**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 140.00**

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card **03/04/2008 M100A1 00000020 75532105**

Last 4 Numbers
Exp. Date

40.00 OP
100.00 OP

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

February 20, 2008

Date

Susana Valdivia

Name of Person Signing

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

TRADEMARK

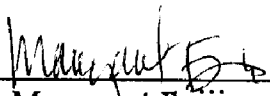
REEL: 003732 FRAME: 0746

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Trajecta, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated September 29, 1999, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on December 9, 1999, Reel 2003, Frame 0025.

Date: **February 20, 2008**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Supervisor

TRADEMARK SECURITY AGREEMENT

WHEREAS, TRAJECTA, INC., a Texas corporation (the "Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor and SILICON VALLEY BANK are parties to that certain QuickStart Loan and Security Agreement, dated effective as of September 8, 1997, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor and Secured Party entered into that certain Pledge and Security Agreement between Grantor and Secured Party, dated effective as of September 29, 1999 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Secured Party a security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration, and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof), trademark applications, trade names and service marks, referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule

1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration, or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 29th day of September, 1999.

GRANTOR:

TRAJECTA, INC.

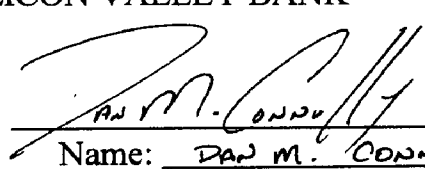
By: _____


Peter Perlas, President

SECURED PARTY:

SILICON VALLEY BANK

By: _____


Name: DAN M. CONNOLLY
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 29th day of September, 1999, by Peter Perialas, as President of Trajecta, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

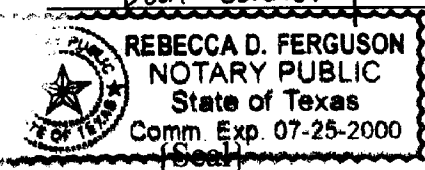
Karen Michelle Ferguson
Notary Public in and for the State of TX

My commission expires: Feb. 9, 2003

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Travis)

This instrument was acknowledged before me this 29th day of September, 1999 by Dan Connolly, Vice President of Silicon Valley Bank



Rebecca D. Ferguson
Notary Public in and for the State of Texas

My commission expires: 7-25-00

Schedule 1
to
Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

5

Dallas2 619503 v 2, 44918.00001

TRADEMARK
REEL: 003732 FRAME: 0751

TRAJECTA, INC. TRADEMARKS

1. TRAJECTA: Registered in International Class 9 (Reg. No.: 2,189,646) on September 15, 1998.
2. DBPROPHET: Application Pending (Serial Number 75/532105) filed in International Class 9 on August 6, 1998.
3. DECISION OPTIMIZER: Application Pending (Serial Number 75/631737) filed in International Class 9 on February 2, 1999.
4. INTELLIGENT INTUITION: Application Pending (Serial Number 75/532107) filed in International Class 41 on August 6, 1998.
5. Ball & Cone DESIGN: Application Pending (Serial Number 75/532106) filed in International Class 9 on August 6, 1998.