

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Exstream Software, LLC		03/06/2008	LIMITED LIABILITY COMPANY:
Exstream Software North America, LLC		03/06/2008	LIMITED LIABILITY COMPANY:
Exstream Sales Company, Inc.		03/06/2008	INC. ASSOCIATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	American Capital Financial Services, Inc.
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2919106	EXSTREAM AFP STUDIO
Registration Number:	3141236	DIALOGUE ANYWHERE
Registration Number:	3045628	AFP STUDIO AFP JAZZ!
Registration Number:	2817133	DIALOGUE WEBVERSE

**CORRESPONDENCE DATA**

**Fax Number:** (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 2123108000

**Email:** michael.rizzo@weil.com, brandon.cherry@weil.com,  
 suzanne.inglis@weil.com

**Correspondent Name:** Michael Rizzo c/o Weil, Gotshal & Manges

**Address Line 1:** 767 Fifth Ave.

CH \$115.00 2919106

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 14082.0273.6847

NAME OF SUBMITTER: Michael Rizzo

Signature: /Michael Rizzo/

Date: 03/07/2008

**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 6, 2008 ("Effective Date") by and between each of the entities listed on the signature pages hereof (or by such entities that become parties hereto, each a "Grantor", and collectively the "Grantors"), and American Capital Financial Services, Inc. ("ACFS" or "Grantee"), a Delaware corporation, as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below and as defined in the Second Lien Pledge and Security Agreement referred to below).

WHEREAS, pursuant to the terms and conditions of that certain First Lien Trademark Security Agreement by and between Grantor and Grantee dated June 22, 2007 (the "First Lien Trademark Security Agreement"), and the First Lien Pledge and Security Agreement dated as of June 22, 2007 ("First Lien Pledge and Security Agreement") incorporated by reference therein, Grantor granted to Grantee, for the benefit of the Secured Parties, a lien on and security interest in, all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the First Lien Trademark Security Agreement) together with the goodwill associated therewith, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto;

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Intellectual Property Security Agreement by and between Grantor and Grantee dated June 22, 2007 (the "Second Lien Intellectual Property Security Agreement") , and the Second Lien Pledge and Security Agreement dated as of June 22, 2007 ("Second Lien Pledge and Security Agreement") incorporated by reference therein, Grantor granted to Grantee, for the benefit of the Secured Parties, a lien on and security interest in, all of Grantor's right, title and interest in, to and under the Patent and Trademark Collateral (as defined in the Second Lien Intellectual Property Security Agreement) together with the goodwill associated therewith, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") at Reel/Frame 003571/0927 on June 29, 2007 and the Second Lien Intellectual Property Security Agreement was recorded with the PTO at Reel/Frame at 003571/0934 on June 29, 2007; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantee hereby terminates both the First Lien Trademark Security Agreement and the Second Lien Intellectual Property Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral and against the Patent and Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A, attached hereto.

Grantee represents and warrants that it has the full power and authority to execute this Release.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, irrespective of its choice of law rules.

This Release may not be amended or modified except by an instrument in writing signed by the parties hereto. No waiver of this Release or of any of the promises, obligations, terms or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced. The failure of a party to insist upon strict adherence to any term of this Release on any occasion shall not be construed as a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Release. A breach of this Release may be waived only by a writing signed by an authorized representative of the party granting the waiver. Any written waiver of any breach of this Release shall not operate or be construed as a waiver of any other similar or prior or subsequent breach of this Release.

This Release may not be assigned without the express written consent of the parties hereto. All of the terms and conditions of this Release are made expressly applicable to and shall automatically bind and inure to the respective successors and permitted assigns of the parties.

This Release sets forth the entire understanding between the parties with respect to the matters described herein and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such matters.

This Release may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Release by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Release.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**

as Grantee

[Signature]  
Name: Eugene Umilewsky

Title: VP

STATE OF MARYLAND  
COUNTY OF Montgomery

On this 5th day of MARCH, 2008, there appeared before me Eugene K. Chodsky, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of American Capital Financial Services, Inc.

[Signature]  
Notary Public

ACCEPTED AND AGREED  
as of the date first above written:

GRANTORS:

EXSTREAM SOFTWARE, LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXSTREAM SOFTWARE NORTH AMERICA, LLC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXSTREAM SALES COMPANY, INC

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CHRISTOPHER F. MCLOUGHLIN  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
MY COMMISSION EXPIRES OCT. 12, 2010



SCHEDULE A

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Exstream Software, LLC	Exstream <b>AFPStudio</b>	U.S.	2919106	1/21/04	1/18/05
Exstream Software, LLC	<b>Dialogue</b> Anywhere	U.S.	3141236	11/11/04	9/12/06
Exstream Software, LLC	<b>AFPStudio</b> <b>AFP Jazz!</b>	U.S.	3045628	11/11/04	1/17/06
Exstream Software, LLC	<b>Dialogue</b> <b>WEBVERSE</b>	U.S.	2817133	10/3/02	2/24/04

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