

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Relativity Technologies, Inc.		03/25/2008	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Dr.		
<b>Internal Address:</b>	HG 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77259474	APPLICATION PORTFOLIO MANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3032927939		
<b>Email:</b>	trish.rogers@moyewhite.com		
<b>Correspondent Name:</b>	Patricia J. Rogers		
<b>Address Line 1:</b>	1400 16th St.		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	9882.00012		
<b>NAME OF SUBMITTER:</b>	Patricia J. Rogers		
<b>Signature:</b>	/patricia j. rogers/		

CH \$40.00 77259474

Date:

04/01/2008

**Total Attachments: 5**

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**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS FIRST AMENDMENT** to Amended and Restated Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 25<sup>th</sup> day of March, 2008, by and between Silicon Valley Bank ("Bank") and Relativity Technologies, Inc., a North Carolina corporation ("Borrower").

**RECITALS**

**A.** Bank and Borrower have entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of January 2, 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 Patents to Exhibit B thereof and 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. Amendments to IP Agreement.** Exhibits B and C to the IP Agreement are hereby deleted in their entirety and replaced with Exhibits A and B 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.

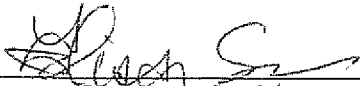
**4. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[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:**

RELATIVITY TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER:**

RELATIVITY TECHNOLOGIES, INC.

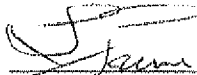
By:   
Name: SCOTT GARRISON  
Title: CHIEF FINANCIAL OFFICER

EXHIBIT A

EXHIBIT B

Patents

<u>Title/Description</u>	<u>Inventor Name(s)</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Recreating a User Interface of an Existing Application Text based User Interface into a Graphical User Interface	Len Erlikh, Ioan M. Oara, Mikhail Bulyonkov, Andrey N. Terekov, Vivek Wadhwa	6,346,953	Feb. 12, 2002
Method and System of Business Rule Extraction From Existing Applications for Integration into New Applications	Vivek Wadhwa, Len Erlikh, Ioan M. Oara, Andrey N. Terekhov, Mikhail Bulyonov	6,389,588	May 14, 2002
System and Method for Business Rule Identification and Classification	Ioan M. Oara, Alex Rukhlin, Kevin Cruz	10/82,7953	April 20, 2004
System and Method for Deriving an Object Oriented Design from the Business Rules of a Legacy Application	Ioan M. Oara, Alex Rukhlin, Florin Florea	11/011,283	December 14, 2004
System and Method for Extracting UML Models from Legacy Application	Ioan M. Oara, Alexander Aprelev	Reg. # 29,773	January 3, 2007
Gap Analysis System and Method	Ioan M. Orara	Reg. # 42,585	January 4, 2007

**EXHIBIT B**

EXHIBIT C

Trademarks

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RESCUEWARE	2,037,081	Feb. 11, 1997
MODERNIZATION WORKBENCH	78-305,732	Sep. 26, 2003
APPLICATION PORTFOLIO MANAGER	77259474	August 20, 2007