

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 1 Bank		06/16/2008	CORPORATION: UNKNOWN
RECEIVING PARTY DATA			
Name:	ITM Software Corporation		
Street Address:	161 East Evelyn Avenue		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3023342	ITM SOFTWARE	
Registration Number:	2913845	7 PILLARS OF IT KNOWLEDGE	
Registration Number:	2823156	ITM SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	(713)223-3717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-226-1252		
Email:	ppaquet@lockelord.com		
Correspondent Name:	Patricia Paquet		
Address Line 1:	600 Travis Street		
Address Line 2:	3400 JPMorgan Chase Tower		
Address Line 4:	Houston, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0020101-00013		
NAME OF SUBMITTER:	Patricia Paquet		

CH \$90.00 3023342

Signature:

/patricia paquet/

Date:

06/16/2008

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This TERMINATION AND RELEASE is dated as of June 16, 2008, from Square 1 Bank (the "Lender"), to ITM Software Corporation, a Delaware corporation, (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of July 10, 2007 in favor of the Lender (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Lender in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated July 10, 2007, made by the Grantor in favor of the Lender (the "Security Grant"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Lender specifically in the Intellectual Property Collateral;

WHEREAS, the Security Grant was recorded in (1) the Trademark Division of the United States Patent and Trademark Office on July 30, 2007, at Reel 003587 and Frame 0258; and (2) the Patent Division of the United States Patent and Trademark Office on July 30, 2007, at Reel 019636 and Frame 0552;

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreement and the Security Grant, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks and Patents Applications and any other property referenced in the Security Grant (including, without limitation, those items listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto through the worlds and all re-issue, divisions, continuations, renewals, extensions, and continuations-in-part thereof, as the term "Intellectual Property Collateral" is defined in the Security Grant.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Lender in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SQUARE 1 BANK,
as Lender

By: 

Name: CHRIS J. STECKER

Title: VP

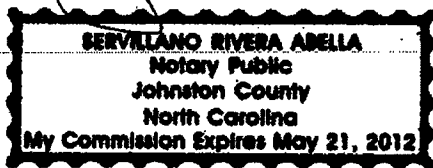
STATE OF North Carolina)
) ss.:
COUNTY OF Durham)

On this 13th day of June, 2008, before Servilano Rivera Abella, a notary public, personally appeared Chris J. Stoeker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)



SCHEDULE A

U.S. Trademark Registrations and Applications


<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ITM SOFTWARE	REGISTERED	ITM SOFTWARE CORPORATION	78452161	July 16, 2004	3023342	December 6, 2005
7 PILLARS OF IT KNOWLEDGE	REGISTERED	ITM SOFTWARE CORPORATION	78199989	January 3, 2003	2913845	December 21, 2004
ITM SOFTWARE	REGISTERED	ITM SOFTWARE CORPORATION	78171737	October 7, 2002	2823156	March 16, 2004

U.S. Patent Applications

<u>Patent Application</u>	<u>Status</u>	<u>Assignee</u>	<u>Serial No.</u> <u>Publication No.</u>	<u>App. Date</u>
Information technology enterprise manager and product portfolio manager application module	Pending	ITM SOFTWARE CORPORATION	Ser. 10745837 Pub. 20050137920	December 22, 2003
Information technology enterprise manager	Abandoned	ITM SOFTWARE CORPORATION	Ser. 10745892 Pub. 20050138074	December 22, 2003

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation, as of the ____ day of June, 2008.

ITM SOFTWARE CORPORATION

By: 
Name: Hendy J. Lemgang
Title: President & CEO

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ITM SOFTWARE CORPORATION
SIGNATURE PAGE