

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/29/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LiveCapital, Inc.		06/29/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Dun & Bradstreet, Inc.
Street Address:	103 JFK Parkway
City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2553561	LIVECAPITAL
Registration Number:	2615156	DECISIONEXPRESS

**CORRESPONDENCE DATA**

Fax Number: (312)616-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-616-5600  
 Email: trademark@leydig.com  
 Correspondent Name: Caroline Stevens co Leydig, Voit & Mayer  
 Address Line 1: Two Prudential Plaza, 180 N. Stetson  
 Address Line 2: Suite 4900  
 Address Line 4: Chicago, ILLINOIS 60601-6731

ATTORNEY DOCKET NUMBER:	263290
NAME OF SUBMITTER:	Caroline L. Stevens

CH \$65.00 2553561

Signature:

/Caroline L. Stevens/

Date:

06/25/2008

**Total Attachments: 32**

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## AGREEMENT AND PLAN OF MERGER

This Agreement entered into as of June 29, 2005 by and among Dun & Bradstreet, Inc., a Delaware corporation (the "Buyer"), Elsie Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of the Buyer (the "Transitory Subsidiary"), Michael Grossman and Michele Iacovone (collectively, the "Key Executives"), certain identified Stockholders of the Company set forth on Schedule 1 (collectively, the "Majority Stockholders"), the note holders of the Company set forth on Schedule 2 (collectively, the "Company Noteholders"), LiveCapital, Inc., a Delaware corporation (the "Company") and, with respect to Sections 1.5, 6.1 and 6.2 Michael Grossman and Jim Marshall (as "Indemnification Representatives").

This Agreement contemplates a merger of the Transitory Subsidiary into the Company. In such merger, the stockholders of the Company will receive cash in exchange for all of the capital stock of the Company.

Now, therefore, in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

### ARTICLE I THE MERGER

1.1 The Merger. Upon and subject to the terms and conditions of this Agreement, the Transitory Subsidiary shall merge with and into the Company at the Effective Time. From and after the Effective Time, the separate corporate existence of the Transitory Subsidiary shall cease and the Company shall continue as the Surviving Corporation. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law.

1.2 The Closing. The Closing shall take place at the offices of Lowenstein Sandler PC, 65 Livingston Avenue, Roseland, New Jersey 07068, or remotely via the exchange of documents and signatures, commencing at 12:00 noon local time (9:00 a.m. Pacific time) on the Closing Date.

1.3 Actions Taken at the Closing. At the Closing:

(a) The Company shall deliver (or cause to be delivered) to the Buyer and the Transitory Subsidiary the various certificates, instruments and documents referred to in Section 5.2.

(b) The Buyer and the Transitory Subsidiary shall deliver to the Company the various certificates, instruments and documents referred to in Section 5.3.

(c) The Surviving Corporation shall file with the Secretary of State of the State of Delaware the Certificate of Merger, substantially in the form attached hereto as Exhibit A.

pending or, to the knowledge of the Company, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by the Company or, to the knowledge of the Company, any other party under such Lease;

(d) there are no disputes, oral agreements or forbearance programs in effect as to such Lease;

(e) the Company has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold;

(f) all facilities leased or subleased thereunder are supplied with utilities and other services adequate for the operation of said facilities;

(g) the Company is not aware of any Security Interest, easement, covenant or other restriction applicable to the real property subject to such lease which would reasonably be expected to materially impair the current uses or the occupancy by the Company of the property subject thereto; and

(h) the Company has not altered the premises in any way that would result in any obligation to return the space to its original condition upon surrender of the premises to the Landlord.

#### 2.13 Intellectual Property.

(a) Section 2.13(a) of the Disclosure Schedule lists (i) each patent, patent application, copyright registration or application therefor, mask work registration or application therefor, trademark, service mark, trade name and domain name registration or application therefor, and material "common law" trademark, service mark and trade name of the Company, and (ii) each type of Customer Deliverable of the Company.

(b) Except as set forth in Section 2.13(b) of the Disclosure Schedule, the Company solely owns or has the exclusive, transferable and perpetual right to use all Intellectual Property necessary (i) to use, manufacture, have manufactured, develop, market and distribute the Customer Deliverables, (ii) to operate the Internal Systems, and (iii) to otherwise conduct the business of the Company in the manner conducted as of the date hereof. Each item of Company Intellectual Property will be owned or available for use by the Surviving Corporation immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. The Company has taken all reasonable measures to protect the proprietary nature of each item of Company Intellectual Property, and to maintain in confidence all trade secrets and confidential information, that it owns or uses. No other person or entity has any rights to any of the Company Intellectual Property owned by the Company (except pursuant to agreements or licenses specified in Section 2.13(d) of the Disclosure Schedule), and, to the knowledge of the Company, no other person or entity is infringing, violating or misappropriating any of the Company Intellectual Property. All of the Company Intellectual Property that is owned by the Company (and, to the knowledge of the Company, all other Company Intellectual Property) is valid and enforceable.

(c) None of the Customer Deliverables, or the marketing, distribution, provision or use thereof, infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any person or entity. Neither any of the Internal Systems, or the use thereof, nor the conduct of the business of the Company infringes or violates, or constitutes a misappropriation of, any Intellectual Property rights of any person or entity. Section 2.13(c) of the Disclosure Schedule lists any complaint, claim or notice, or written threat thereof, received by the Company alleging any such infringement, violation or misappropriation relating to any Customer Deliverable, the Internal Systems or the conduct of the business of the Company ; and the Company has provided to the Buyer complete and accurate copies of all written documentation in the possession of the Company relating to any such complaint, claim, notice or threat. The Company has provided to the Buyer complete and accurate copies of all written documentation in the Company's possession relating to claims or disputes known to the Company concerning any Company Intellectual Property.

(d) Section 2.13(d) of the Disclosure Schedule identifies each license or other agreement pursuant to which the Company has licensed, distributed or otherwise granted any rights to any third party with respect to, any Company Intellectual Property.

(e) Except as described in Section 2.13(e) of the Disclosure Schedule, the Company has not agreed to indemnify any person or entity against any infringement, violation or misappropriation of any Company Intellectual Property rights.

(f) Section 2.13(f) of the Disclosure Schedule identifies each item of Company Intellectual Property that is owned by a party other than the Company , and the agreement (including, but not limited to all license, maintenance and support agreements) pursuant to which the Company uses it (excluding agreements with respect to off-the-shelf software programs licensed by the Company for aggregate consideration of \$20,000 or less).

(g) The Company has not disclosed to any person or entity, or permitted any person or entity to use, the source code for the Software or other confidential information constituting, embodied in or pertaining to the Software, except pursuant to the agreements listed in Section 2.13(g) of the Disclosure Schedule, and the Company has taken reasonable measure to prevent such disclosure or use of such source code and other confidential information. Except as disclosed in Section 2.13(g) of the Disclosure Schedule, the Company has not embedded any open source, copyleft or community source code in any of its Customer Deliverables or Internal Systems generally available or in development, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement and in no case is any software developed by the Company subject to any such license.

(h) All of the copyrightable materials (including Software) incorporated in or bundled with the Customer Deliverables have been created by employees of the Company within the scope of their employment by the Company or by independent contractors of the Company who have executed agreements expressly assigning all right, title and interest in such copyrightable materials to the Company . Except as set forth in Section 2.13(h) of the Disclosure Schedule, no portion of such copyrightable materials was jointly developed with any third party.

(i) The Customer Deliverables and the Internal Systems are free from significant defects or programming errors and conform in all material respects to the written documentation and specifications therefor.

(j) Other than the Impetus Employees (as that term is defined in the Form of Opinion of Indian Counsel to the Company attached hereto as Exhibit C-2), no other person has worked on any Customer Deliverables or Internal Systems developed by or with the assistance of Impetus USA or Impetus India (as those companies are defined in the Form of Opinion of Indian Counsel to the Company attached hereto as Exhibit C-2).

#### 2.14 Contracts.

(a) Section 2.14 of the Disclosure Schedule lists the following agreements (written or oral) to which the Company is a party as of the date of this Agreement:

(i) any agreement (or group of related agreements) with a customer of the Company entered into since January 1, 2004, whether or not such agreement by its terms has expired;

(ii) any agreement (or group of related agreements) for the lease of personal property from or to third parties providing for lease payments in excess of \$25,000 per annum or having a remaining term longer than 12 months;

(iii) any agreement (or group of related agreements) for the purchase or sale of products or for the furnishing or receipt of services (A) which calls for performance over a period of more than one year, (B) which involves more than the sum of \$25,000, (C) in which the Company has granted "most favored nation" pricing provisions or marketing or distribution rights relating to any products or territory or has agreed to purchase a minimum quantity of goods or services or has agreed to purchase goods or services exclusively from a certain party, or (D) which contains any performance guarantee, "claw back" or other similar provision;

(iv) any agreement concerning the establishment or operation of a partnership, joint venture or limited liability company;

(v) any agreement (or group of related agreements) under which it has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness (including capitalized lease obligations) involving more than \$5,000 or under which it has imposed or created (or may impose or create) a Security Interest on any of its assets, tangible or intangible;

(vi) any agreement for the disposition of any significant portion of the assets or business of the Company (other than sales of products in the Ordinary Course of Business) or any agreement for the acquisition of the assets or business of any other entity (other than purchases of inventory or components in the Ordinary Course of Business);

(vii) any agreement concerning confidentiality or noncompetition;

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DUN & BRADSTREET, INC.

By: James P. Burke  
Name: James P. Burke  
Title: Vice President

ELSIE ACQUISITION CORP.

By: Jeffrey S. Uhlir  
Name: Jeffrey S. Uhlir  
Title: Vice President

LIVECAPITAL, INC.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DUN & BRADSTREET, INC.

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

ELSIE ACQUISITION CORP.

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

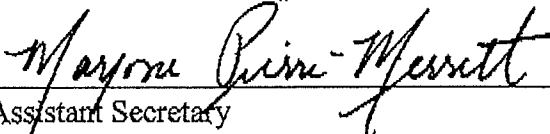
LIVECAPITAL, INC.

By: Michael Grossman  
Name: MICHAEL GROSSMAN  
Title: CEO

[SIGNATURES CONTINUE ON NEXT PAGE]



The undersigned, being the duly elected Assistant Secretary of the Transitory Subsidiary, hereby certifies that this Agreement has been adopted by the holders of shares representing a majority of the votes represented by the outstanding shares of capital stock of the Transitory Subsidiary entitled to vote on this Agreement.

  
Assistant Secretary

The undersigned, being the duly elected Secretary of the Company, hereby certifies that this Agreement has been adopted the holders of that number of shares required by statute, contract, organizational documents or otherwise for each class or series of the outstanding Company Shares entitled to vote on this Agreement and the Merger.

\_\_\_\_\_  
Secretary

In addition to the above, the following Indemnification Representatives further hereby execute this Agreement for the limited purpose of agreeing to and becoming bound by the provisions of Sections 1.5, 6.1 and 6.2.

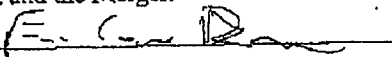
\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Jim Marshall

The undersigned, being the duly elected Assistant Secretary of the Transitory Subsidiary, hereby certifies that this Agreement has been adopted by the holders of shares representing a majority of the votes represented by the outstanding shares of capital stock of the Transitory Subsidiary entitled to vote on this Agreement.

\_\_\_\_\_  
Assistant Secretary

The undersigned, being the duly elected Secretary of the Company, hereby certifies that this Agreement has been adopted by the holders of that number of shares required by statute, contract, organizational documents or otherwise for each class or series of the outstanding Company Shares entitled to vote on this Agreement and the Merger.

  
\_\_\_\_\_  
Secretary

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\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Jim Marshall

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Assistant Secretary

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Secretary

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*Michael Grossman*

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Michael Grossman

---

Jim Marshall

The undersigned, being the duly elected Assistant Secretary of the Transitory Subsidiary, hereby certifies that this Agreement has been adopted by the holders of shares representing a majority of the votes represented by the outstanding shares of capital stock of the Transitory Subsidiary entitled to vote on this Agreement.

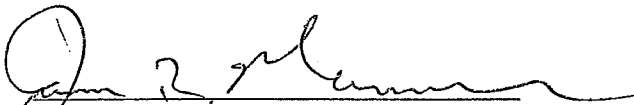
\_\_\_\_\_  
Assistant Secretary

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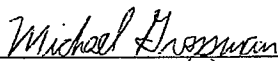
\_\_\_\_\_  
Secretary

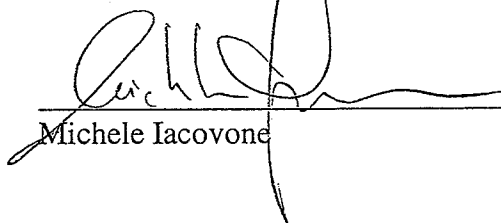
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\_\_\_\_\_  
Michael Grossman

  
\_\_\_\_\_  
Jim Marshall

KEY EXECUTIVES:

  
\_\_\_\_\_  
Michael Grossman

  
\_\_\_\_\_  
Michele Iacovone

COMPANY NOTEHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

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

KEY EXECUTIVES:

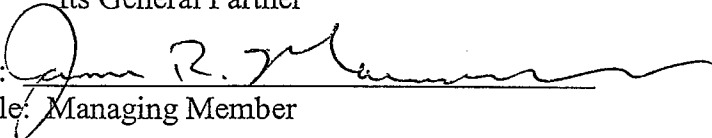
\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Michele Iacovone

COMPANY NOTEHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By:   
Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**CVP SBIC, L.P.**

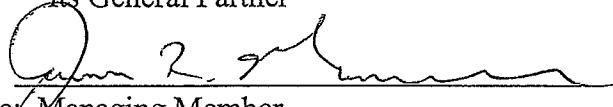
By: CV SBIC Inc.  
Its General Partner

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

MAJORITY STOCKHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By:   
Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

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

**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

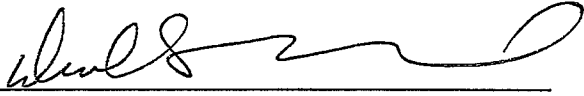
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

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

**IRWIN VENTURES SBIC, LLC**

By:   
Dave Meyercord

**PACRIM VENTURE PARTNERS I-Q, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**PACRIM VENTURE PARTNERS I, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**ERIC C.W. DUNN**

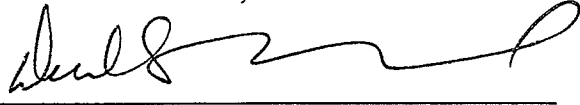
Signature: \_\_\_\_\_

**KATIN-JUNGHERR FAMILY TRUST**

By: \_\_\_\_\_  
Neil Katin, Trustee



**IRWIN VENTURES SBIC, LLC**

By:   
Dave Meyercord

**PACRIM VENTURE PARTNERS I-Q, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**PACRIM VENTURE PARTNERS I, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**ERIC C.W. DUNN**

Signature: \_\_\_\_\_

**KATIN-JUNGHERR FAMILY TRUST**

By: \_\_\_\_\_  
Neil Katin, Trustee

**KPCB HOLDINGS, INC., AS NOMINEE**

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

**COMDISCO VENTURES FUND A, LLC**

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

**IRWIN VENTURES SBIC, LLC**

By: \_\_\_\_\_  
Dave Meyercord

**PACRIM VENTURE PARTNERS I-Q, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**PACRIM VENTURE PARTNERS I, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**ERIC C.W. DUNN**

Signature: \_\_\_\_\_

**KATIN-JUNGHERR FAMILY TRUST**

By: \_\_\_\_\_  
Neil Katin, Trustee

**KPCB HOLDINGS, INC., AS NOMINEE**

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

**COMDISCO VENTURES FUND A, LLC**

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



KEY EXECUTIVES:

\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Michele Iacovone

COMPANY NOTEHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

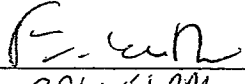
**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

By: Frank  
Title: Principal

CARDINAL VENTURE AFFILIATES, L.P.

By: Cardinal Ventures, LLC  
Its General Partner

By:   
Title: PRINCIPAL

IRWIN VENTURES SBIC, LLC

By: \_\_\_\_\_  
Dave Meyercord

PACRIM VENTURE PARTNERS I-Q, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

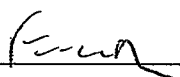
By: \_\_\_\_\_  
Title: \_\_\_\_\_

PACRIM VENTURE PARTNERS I, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

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

ERIC C.W. DUNN

Signature: 

KATIN-JUNGHERR FAMILY TRUST

By: \_\_\_\_\_  
Neil Katin, Trustee

MAJORITY STOCKHOLDERS:

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By: \_\_\_\_\_  
Title: Managing Member

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III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

By:                     *F. L. N.*                      
Title:                     *Principal*                    

**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

By:                     *F. L. N.*                      
Title:                     *Principal*

**IRWIN VENTURES SBIC, LLC**

By: \_\_\_\_\_  
Dave Meyercord

**PACRIM VENTURE PARTNERS I-Q, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

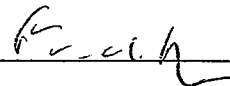
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PACRIM VENTURE PARTNERS I, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**ERIC C.W. DUNN**

Signature:  \_\_\_\_\_

**KATIN-JUNGHERR FAMILY TRUST**

By: \_\_\_\_\_  
Neil Katin, Trustee

**KPCB HOLDINGS, INC., AS NOMINEE**

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

**COMDISCO VENTURES FUND A, LLC**

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

MAJORITY STOCKHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_

Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

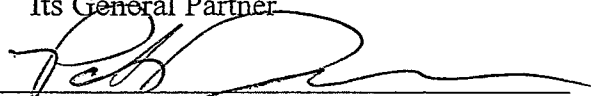
By: RRV Partners IIIA, LLC  
Its General Partner

By:  \_\_\_\_\_

Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By:  \_\_\_\_\_

Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

By: \_\_\_\_\_

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

**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

By: \_\_\_\_\_

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



KEY EXECUTIVES:

\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Michele Iacovone

COMPANY NOTEHOLDERS:

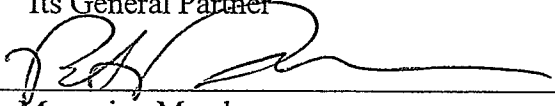
**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member


**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By:   
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By:   
Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

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

MAJORITY STOCKHOLDERS:

**SELBY VENTURE PARTNERS II, L.P.**

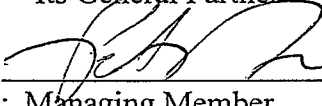
By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_

Title: Managing Member

**RED ROCK VENTURES – SBIC III, L.P.**

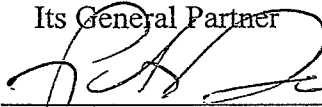
By: RRV Partners IIIA, LLC  
Its General Partner

By:  \_\_\_\_\_

Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By:  \_\_\_\_\_

Title: Managing Member

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By: CV SBIC Inc.  
Its General Partner

By: \_\_\_\_\_

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

**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

By: \_\_\_\_\_

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

KEY EXECUTIVES:

\_\_\_\_\_  
Michael Grossman

\_\_\_\_\_  
Michele Iacovone

COMPANY NOTEHOLDERS:

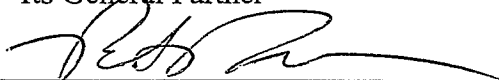
**SELBY VENTURE PARTNERS II, L.P.**

By: SVP Management II, LLC  
Its General Partner

By: \_\_\_\_\_  
Title: Managing Member

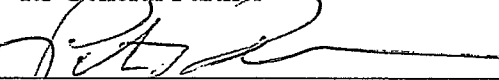
**RED ROCK VENTURES – SBIC III, L.P.**

By: RRV Partners IIIA, LLC  
Its General Partner

By:  \_\_\_\_\_  
Title: Managing Member

**RED ROCK VENTURES – CAYMAN INVESTORS  
III, L.P.**

By: RRV Partners III, LLC  
Its General Partner

By:  \_\_\_\_\_  
Title: Managing Member

**CVP SBIC, L.P.**

By: CV SBIC Inc.  
Its General Partner

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

IRWIN VENTURES SBIC, LLC

By: \_\_\_\_\_  
Dave Meyercord

PACRIM VENTURE PARTNERS I-Q, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

By: Thuy. Poy  
Title: MANAGING MEMBER

PACRIM VENTURE PARTNERS I, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

By: Thuy. Poy  
Title: MANAGING MEMBER

ERIC C.W. DUNN

Signature: \_\_\_\_\_

KATIN-JUNGHERR FAMILY TRUST

By: \_\_\_\_\_  
Neil Katin, Trustee

KPCB HOLDINGS, INC., AS NOMINEE

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

COMDISCO VENTURES FUND A, LLC

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

CARDINAL VENTURE AFFILIATES, L.P.

By: Cardinal Ventures, LLC  
Its General Partner

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

IRWIN VENTURES SBIC, LLC

By: \_\_\_\_\_  
Dave Meyercord

PACRIM VENTURE PARTNERS I-Q, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

By: Thuy. By  
Title: MANAGING MEMBER

PACRIM VENTURE PARTNERS I, L.P.

By: PacRim Venture Management I, LLC  
Its General Partner

By: Thuy. By  
Title: MANAGING MEMBER

ERIC C.W. DUNN

Signature: \_\_\_\_\_

KATIN-JUNGHERR FAMILY TRUST

By: \_\_\_\_\_  
Neil Katin, Trustee

Executed the date first written above.

COMPANY:

LIVECAPITAL, INC.

By: Michael Grossman  
Michael Grossman, Chief Executive Officer

[Signature Page to Termination of Financial Documents]

sf-1953069

TRADEMARK  
REEL: 003802 FRAME: 0775

RAYMOND SHEEN

Signature: Raymond Sheen

PENTECH FINANCIAL SERVICES

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

**IRWIN VENTURES SBIC, LLC**

By: \_\_\_\_\_  
Dave Meyercord

**PACRIM VENTURE PARTNERS I-Q, L.P.**

By: PacRim Venture Management I, LLC  
Its General Partner

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

**PACRIM VENTURE PARTNERS I, L.P.**

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Its General Partner

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

**ERIC C.W. DUNN**

Signature: \_\_\_\_\_

**KATIN JUNGHERR FAMILY TRUST**

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Neil Katin, Trustee

**KPCB HOLDINGS, INC., AS NOMINEE**

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Title: \_

**COMDISCO VENTURES FUND A, LLC**

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Title: \_



**CARDINAL VENTURE AFFILIATES, L.P.**

By: Cardinal Ventures, LLC  
Its General Partner

By: \_\_\_\_\_

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

**IRWIN VENTURES SBIC, LLC**

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Dave Meyercord

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Its General Partner

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

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Its General Partner

By: \_\_\_\_\_

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

**ERIC C.W. DUNN**

Signature: \_\_\_\_\_

**KATIN-JUNGHERR FAMILY TRUST**

By:  \_\_\_\_\_

Neil Katin, Trustee

Section 2.13 Intellectual Property.

Section 2.13(a)(i) Patents, Copyrights, Maskworks, Trademarks, Service Marks

a. Issued patents: None

b. Pending Patent Applications:

1. P005: U.S. Serial No. 09/798,649 filed 3-2-01
2. P008: U.S. Serial No.:09/905,727 filed 7-12-01

c. Registered copyrights: None

d. Registered Maskworks: None

e. Registered Trademarks:

Serial Number	Word Mark
<u>76330683</u>	<u>DECISIONEXPRESS</u>
<u>75867086</u>	<u>LIVECAPITAL</u>

f. Domain Name Registrations:

1. livecapital.com (expiration date: 17-Dec-2006)
2. decisionexpress.com (expiration date 02-Jun-2007)

3. Registered on behalf of clients:

www.kubotaloan.com (for Kubota);  
www.bls-credit.com (for BellSouth); and  
www.bizloanscalbanktrust.com (for California Bank & Trust).

g. Common Law Trademarks:

“A Better Way to Manage Credit” used in business.