

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

- ☒ Corporation-State
☐ Other

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

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

Execution Date(s): 06/27/08

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

- ☒ Other: Release

2. Name and address of receiving party(ies):

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

Name: Syndera Corporation

Internal Address

Street Address: 2953 Bunker Hill Lane Suite 101

City: Santa Clara

State: CA

Country: USA

Zip: 95054-1131

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship: Canada
☐ Other 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)

78870547

78870576

78870596

78870607

B. Trademark Registration No.(s)

2890364

3001602

3234832

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: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: Susan.O'Brien@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 190.00

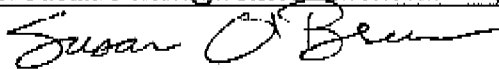
- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number
Authorized User Name

9. Signature



Signature

6/30/08

Date

Susan O'Brien

Name of Person Signing

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

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Syndera Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 04/20/2007, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 06/12/2007, Reel 3559, Frame 0453.

Dated: **June 27, 2008**

SILICON VALLEY BANK

By: 

Name: Margaret Fujii

Title: Operations Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 20, 2007 by and between SILICON VALLEY BANK ("Bank") and SYNDERA CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined in this Agreement shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) (the "Intellectual Property Collateral"), 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 throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

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"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signature pages follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

Address of Grantor:

805 Veteran's Blvd.
Suite 322
Redwood City, CA 94063

Attn: Legal Department

SYNDERA CORPORATION

By: 
Janet Heppner-Jones, CEO

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: Eric Johnson

SILICON VALLEY BANK

By: 
Title: SRM

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYNDERA (trademark)	3001602	09/27/2005
SYNDERA (service mark)	2890364	09/28/2004
MONITOR, ANALYZE, ACT. (service mark)	78/870547	04/26/2006
RIGHT-TIME OPERATIONAL BI (service mark)	78/870607	04/26/2006
RIGHT-TIME OPERATIONAL INTELLIGENCE (service mark)	78/870576	04/26/2006
RIGHT-TIME OPERATIONAL BUSINESS INTELLIGENCE (service mark)	78/870596	04/26/2006
DESIGN ONLY (trademark)	78/630470	05/16/2005

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