

07-11-2008



To the Director of the U.S. Patent

ed documents or the new address (es) below.

1. Name of conveying party(ies):

SILICON VALLEY BANK

103513283

of receiving party(ies):

conveying parties attached? ☐ Yes ☒ No

Name: **Asynchrony Solutions Inc.**

Internal Address

Street Address: **1709 Washington Ave Ste 200**

City: **St Louis**

State: **MO**

Country: **USA**

Zip: **63103**

☐ 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): **June 30, 2008**

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other : **Release**

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☒ Corporation Citizenship

☐ 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)

B. Trademark Registration No.(s)

**2579373**

**2857982**

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: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 65.00**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

07/10/2008 01/01/2009

00000121 2579373

b. Deposit Account Number

Authorized User Name

40.00 OP  
25.00 OP

9. Signature.

Signature

**June 30, 2008**

Date

**Susana Valdivia**

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 **Asynchrony Solutions, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, February 17, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on August 17, 2005, Reel 3209 Frame 0964.

Date: **June 30, 2008**

SILICON VALLEY BANK

By:   
Name: **Romil Randhawa**  
Title: **Operations Department Manager**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ASYNCHRONY SOLUTIONS, INC. ("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 dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

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

GRANTOR:

ASYNCHRONY SOLUTIONS, INC.

Address of Grantor:

1709 Washington Avenue  
St. Louis, MO 63103

Attn: Nancy Jones

By: Thad Ely  
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

Address of Bank:

230 W. Monroe, Suite 720  
Chicago, IL 60606

Attn: John Kizer

By: [Signature]  
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*None*

TRADEMARK

REEL: 003815 FRAME: 0328

EXHIBIT B

Patents

Description

*None*

Registration/  
Application  
Number

Registration/  
Application  
Date

TRADEMARK

REEL: 003815 FRAME: 0329

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Asynchrony

2,579,373

Granted

Envoke - AS43067

78-236,950

Pending 9/12/03

TRADEMARK

REEL: 003815 FRAME: 0330

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None