

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF  
United States Patent and Trademark Office

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): August 13, 2008

- ☐ 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: LIQUID ENGINES, INC.  
Internal Address

Street Address: 1289 HAMMERWOOD AVE.

City: SUNNYVALE  
State: CA  
Country: USA  
Zip: 94089

- ☐ 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)

B. Trademark Registration No.(s)  
2713978  
2503160

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.Obrien@wolterskluwer.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

b. Deposit Account Number  
Authorized User Name

9. Signature.

Signature

Date

Susan O'Brien

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation  
Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 2713978

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Liquid Engine, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 8, 2000, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 22, 2001, Reel 2224 Frame 0759

Date: **August 13, 2008**

SILICON VALLEY BANK

By:

Name:

Title:

  
**Margaret Fujii**  
**Operations Manager**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 8, 2000 by and between SILICON VALLEY BANK ("Bank") and LIQUID ENGINES, 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 December 8, 2000 (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.

TRADEMARK

REEL: 002224 FRAME: 0760

TRADEMARK

REEL: 003835 FRAME: 0184

**EXHIBIT A**

**Copyrights**

**Description**

**Registration / Application No.**

**Registration / Application Date**

None

0462474.01

TRADEMARK  
REEL: 002224 FRAME: 0761

TRADEMARK  
REEL: 003835 FRAME: 0185

**EXHIBIT B****Patents**

<u>Description</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Electronic commerce system including weighted characteristic matching, dynamic and automated creation of markets, analysis tools and administrator interface.	60/193,955	March 31, 2000

0462474.01

**EXHIBIT C**

**Trademarks**

<b><u>Description</u></b>	<b><u>Registration / Application No.</u></b>	<b><u>Registration / Application Date</u></b>
"LIQUID ENGINES"	76/038,321	May 1, 2000
"TXE2000"	76/038,322	May 1, 2000

Non-Profiled Document

TRADEMARK  
REEL: 002224 FRAME: 0763  
TRADEMARK  
REEL: 003835 FRAME: 0187

**EXHIBIT D**

**Mask Works**

**Description**

**Registration / Application No.**

**Registration / Application Date**

None

Non-Profiled Document

TRADEMARK  
REEL: 002224 FRAME: 0764

TRADEMARK  
REEL: 003835 FRAME: 0188

Address of Grantor:

1289 ~~4~~ Hammerwood Avenue  
Sunnyvale, CA 94089

Attn: \_\_\_\_\_

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

LIQUID ENGINES, INC.

By:

Title:

BANK:

SILICON VALLEY BANK

By:

Title: