

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **RELATIVITY TECHNOLOGIES INC** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, March 25, 2008, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **October 22, 2004 Reel 2960 Frame 0780**.

Date: **January 6, 2009**

SILICON VALLEY BANK

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

**FIRST AMENDMENT
TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Amended and Restated Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 25th day of March, 2008, by and between Silicon Valley Bank ("Bank") and Relativity Technologies, Inc., a North Carolina corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of January 2, 2006 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. Amendment to IP Agreement. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

3. Limitation of Amendment.

3.1 The amendment set forth in **Section 2**, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

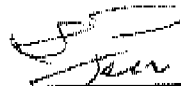
BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

BORROWER:


RELATIVITY TECHNOLOGIES, INC.

By: 
Name: Scott Bradburn
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: 
Name: Elisha Shaw
Title: VP

BORROWER:

RELATIVITY TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

EXHIBIT C

Trademarks

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RESCUEWARE	2,037,081	Feb. 11, 1997
MODERNIZATION WORKBENCH	78-305,732	Sep. 26, 2003
APPLICATION PORTFOLIO MANAGER	77259474	August 20, 2007