

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

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: RELATIVITY TECHNOLOGIES INC

Internal Address

Street Address: 2300 REXWOODS DRIVE STE 100

City: RALEIGH

State: NC

Country: USA

Zip: 27607

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

Corporation-State

Other

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

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

Execution Date(s): January 6, 2009

Assignment

Merger

Security Agreement

Change of Name

- 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)

Other : Release

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)  
77259474

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: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00

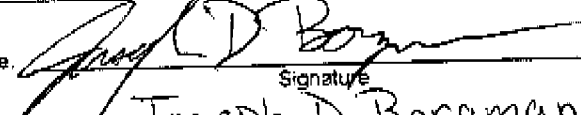
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

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

b. Deposit Account Number  
Authorized User Name

9. Signature

  
Signature  
Joseph D. Borgman  
Name of Person Signing

1/14/09

Date

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

**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 **April 1, 2008** Reel 3750 Frame(s) **0458**

Date: **January 6, 2009**

SILICON VALLEY BANK

By: Romil 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 25<sup>th</sup> 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 GARMAN  
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: ELISA SUN  
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