

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Commerce Bank of Oregon		01/30/2009	Chartered Commercial Bank: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coaxis, Inc.		
<b>Street Address:</b>	1515 SW Water Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97214		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2997016	POCKET ROUTEPAD	
Registration Number:	2335429	R ROUTEPAD	
Registration Number:	2251686	ROUTESCAPE	
Serial Number:	77499031	X INSIGHT XCELERATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503-222-9981		
<b>Email:</b>	trademarks@schwabe.com		
<b>Correspondent Name:</b>	Michael A. Cohen		
<b>Address Line 1:</b>	1211 SW Fifth Avenue		
<b>Address Line 2:</b>	Suites 1500-2000		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	111311166632 COAXIS		

**CH \$115.00 2997016**

NAME OF SUBMITTER:	Michael A. Cohen
Signature:	/michael a cohen/
Date:	02/02/2009

**Total Attachments: 12**

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RELEASE AND DISCHARGE

TO: COAXIS, INC. (the "Borrower")

AND TO: HIGHJUMP SOFTWARE I LTD. (the "Buyer")

WHEREAS, the Borrower has granted in favor of Silicon Valley Bank ("SVB") a security interest in certain present and future property and assets of the Borrower (the "Security Interest"), and SVB filed a financing statement with the Office of the Secretary of State of Oregon, under file number 6612837 on June 24, 2004 with respect to the Security Interest;

WHEREAS, SVB assigned all of its rights, title and interest in the Security Interest to the Commerce Bank of Oregon (the "Creditor") and filed two assignments in favor of the Creditor with the Office of the Secretary of State of Oregon, under file numbers 6612837-1 (filed on December 21, 2006) and 6612837-2 (filed on January 4, 2007) to record such assignment of the Security Interest to the Creditor;

AND, WHEREAS, the Borrower has advised the Creditor that certain assets, as described in Appendix A, subject to the Security Interest (the "Assets") are being sold to the Buyer pursuant to an Asset Purchase Agreement (the "Purchase Agreement") made as of ~~January~~, 2009 by and between the Borrower and the Buyer. FEBRUARY 2 

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Creditor hereby agrees as follows:

1. The Creditor hereby consents to the sale of the Assets by the Borrower to the Buyer, renounces all security interests and rights relating to and charging the Assets pursuant to the Security Interest or otherwise and consents to the Borrower being released and discharged of said Creditor's rights concurrently with the closing of the transactions contemplated by the Purchase Agreement.
2. The Assets shall be transferred to the Buyer pursuant to the Purchase Agreement free and clear of the Security Interest, and the Creditor does therefore hereby renounce its right to follow the Assets.
3. The Creditor hereby agrees to execute and deliver to the Borrower or the Buyer, at the Borrower's expense, such additional releases, discharges, documents, forms and further assurances as may be reasonably required by either of them from time to time for the purpose of amending the Security Interest following the closing of the transactions contemplated by the Purchase Agreement and to better evidence the release and discharge of the Security Interest in respect of the Assets. Further, Creditor authorizes the Borrower to file, concurrently with the closing of the transactions contemplated by the Purchase Agreement, the UCC-3 amendment attached hereto as Appendix B, releasing the Creditor's lien against the Assets.
4. Except for the release of the Security Interest in the Assets as provided herein, all security held by the Creditor in respect of the Borrower shall remain in full force and effect, unamended.

5. This Release and Discharge shall be governed by and construed in accordance with the laws of the State of Oregon applicable therein.

DATED this 30 day of January, 2009.

**THE COMMERCE BANK OF OREGON**

By: 

## Appendix A

For purposes of this Release and Discharge, "Assets" shall mean and include: (a) all of the properties, rights, interests and other tangible and intangible assets of the Borrower (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles) used in the conduct of the Business; and (b) any other assets that are owned or held by any Related Party and that are used in the conduct of the Business; *provided, however*, that the Assets shall not include any Excluded Assets.

In this Appendix:

"Business" means the business that the Borrower, through its Insight Distribution Software division, conducts that provides enterprise information technology solutions for the beverage distribution industry, including without limitation (a) the business of marketing, distributing, selling and developing a suite of proprietary software solutions (which include Route Accounting, Sales Reporting, Inventory Control, Data Exchange, EDI, Financials, Handhelds, Mobile Computing) primarily focused on the beverage distribution industry; and (b) resale of non-proprietary mobile and systems hardware and third party software solutions.

"Closing Date" has the meaning ascribed to it in the Purchase Agreement.

"Excluded Assets" has the meaning ascribed to it in the Purchase Agreement.

Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Purchase Agreement.

**APPENDIX B**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

The Commerce Bank of Oregon  
 Atten: Jason Ogg  
 1211 SW Fifth Avenue, Suite 1250  
 Portland, OR 97204

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
 6612837-1 filed December 27, 2006

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
 Coaxis, Inc.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

See the Description of Released Collateral attached hereto as Exhibit A and incorporated by reference herein.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

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 The Commerce Bank of Oregon

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9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA  
 File w/ OR SOS

Secured Party: The Commerce Bank of Oregon  
1211 SW Fifth Avenue, Suite 1250  
Portland, Oregon 97204

Debtor: Coaxis, Inc.  
1515 SW Water St., Ste. 300  
Portland, OR 97214

### **Description of Collateral**

“Released Collateral” shall mean and include: (a) all of the properties, rights, interests and other tangible and intangible assets of Debtor (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles) used in the conduct of the Business; and (b) any other assets that are owned or held by any Related Party and that are used in the conduct of the Business; *provided, however*, that the Released Collateral shall not include any Excluded Assets.

For purposes hereof, “Business” means the business that the Borrower, through its Insight Distribution Software division, conducts a business that provides enterprise information technology solutions for the beverage distribution industry, including without limitation (a) the business of marketing, distributing, selling and developing a suite of proprietary software solutions (which include Route Accounting, Sales Reporting, Inventory Control, Data Exchange, EDI, Financials, Handhelds, Mobile Computing) primarily focused on the beverage distribution industry; and (b) resale of non-proprietary mobile and systems hardware and third party software solutions.

Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of January 30, 2009 to which Debtor is party as Seller.



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