

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCENTRA, LLC		04/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LV ADMINISTRATIVE SERVICES, INC.		
Street Address:	335 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2838870	GRIDWORKS	
Registration Number:	3010115	GRIDCOMPLETE	
Registration Number:	2822979	REMOTESTOR	
Registration Number:	2785848	MSI MANAGEDSTORAGE	
Registration Number:	2775014	MSI MANAGEDSTORAGE	
Registration Number:	2777592	MSI MANAGEDSTORAGE	
Registration Number:	2757723	MANAGEDSTORAGE INTERNATIONAL	
Registration Number:	2757722	MANAGEDSTORAGE INTERNATIONAL	
Registration Number:	2739321	MANAGEDSTORAGE INTERNATIONAL	
Registration Number:	2845385	GRIDWATCH	
CORRESPONDENCE DATA			
Fax Number:	(312)896-5678		

CH \$265.00 2838870

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312/464-3135
Email: msmolucka@loeb.com
Correspondent Name: Scott J. Giordano/Loeb & Loeb LLP
Address Line 1: 345 Park Avenue
Address Line 4: New York, NEW YORK 10054

ATTORNEY DOCKET NUMBER:	211158-10019 INCENTRA
NAME OF SUBMITTER:	Mary Ann Smolucka
Signature:	/s/ Mary Ann Smolucka
Date:	04/20/2009

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of April 15, 2009, is executed by INCENTRA, LLC, a Delaware limited liability company (the "Grantor"), in favor of LV ADMINISTRATIVE SERVICES, INC. as administrative and collateral agent for the Lenders (the "Agent"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in that certain Security Agreement (as defined below).

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, the Lenders party thereto from time to time and the Agent, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Agent, for the ratable benefit of the Lenders in consideration of the Lender's agreement to provide financial accommodations to the Grantor.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Agent, for the ratable benefit of the Lenders a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Agent, for the ratable benefit of the Lenders a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Agent to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Agent as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Agent may determine to be necessary or desirable to evidence the Agent's security interest in the Trademarks and

Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Agent to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Agent, in each case for purposes of affecting or continuing Agent's security interest in the T&P Collateral.

5. This Grant may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile copies of this Grant bearing facsimile signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

INCENTRA, LLC


By: _____

Name: Matthew G. Richman
Title: Manager

**LV ADMINISTRATIVE SERVICES,
INC. as Agent**

By: _____

Name: _____

Title: _____

*SCOTT BLESTEIN
AUTHORIZED SIGNATORY*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
Gridworks	2838870	May 4, 2004	US
Gridcomplete	3010115	November 1, 2005	US
Remotestor	2822979	March 16, 2004	US
MSIManagedStorage	2785848	November 25, 2003	US
MSIManagedStorage	2775014	October 21, 2003	US
MSIManagedStorage	2777592	October 28, 2003	US
ManagedStorage International	2757723	August 26, 2003	US
ManagedStorage International	2757722	August 26, 2003	US
ManagedStorage International	2739321	July 15, 2003	US
Gridwatch	2845385	May 25, 2004	US

Grant

TRADEMARK
REEL: 003973 FRAME: 0147

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

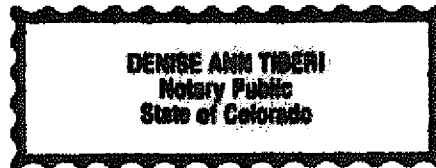
<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
NONE			

Grant

STATE OF COLORADO)
) ss.:
COUNTY OF BOULDER)

On this 15th day of April, 2009, before me personally came Matthew G. Richman who, being by me duly sworn, did state as follows: that he is Manager of Incentra, LLC, that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the Board of Managers of said limited liability company.

Denise Ann Tiberi
Notary Public



Grant

STATE OF NY)
COUNTY OF NY) ss.:

On this 15 day of April, before me personally came Scara Oropo

_____ who, being by me duly sworn, did state as follows: that [s]he is Anthony Simosa of LV Administrative Services, Inc. that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Lara Sif Hrafnkelsdottir
Notary Public

Hrafnkelsdottir Lara Sif
Notary Public State of New York
No. 01HR6109614
Commission in State of New York
Commission Expires July 6, 2012

Grant