

RECORDATION FORM COVER SHEET

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

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

Name: **MINDWORKS INC**

Internal Address

Street Address: **12202 AIRPORT WAY SUITE 157**

City: **BROOMFIELD**
State: **CO**
Country: **USA**
Zip: **80021**

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

Execution Date(s): **September 15, 2009**

Assignment Merger
 Security Agreement Change of Name
 Other : **RELEASE**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **USA** State: **CA**
 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)
78207632

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-**

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: 

Joseph D. Borgman
Name of Person Signing

9/17/09
Date

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

OP \$40.00 78207632

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Mindworks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, June 15, 2007, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on July 16, 2007, Reel 3581 Frame 0017.

Date: **September 15, 2009**

SILICON VALLEY BANK

By:

Name: Margaret Fujii

Title: Operations Manager

TRADEMARK

REEL: 004063 FRAME: 0875

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 15, 2007 by and between SILICON VALLEY BANK ("Bank") and MINDWORKS, 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 of even date herewith (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 and Patents 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 and Trademarks listed on Schedules A, B and C 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12202 Airport Way, Suite 157
Broomfield, Colorado 80021

Attn: Matt Rausenberger

MINDWORKS, INC.

By: Matt Rausenberger

Title: CHIEF OPERATING OFFICER

BANK:

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Ryan Incorvaia

SILICON VALLEY BANK

By: [Signature]

Title: DEAL TEAM LEADER

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Select Refresh (Patent Pending)	10/688,311	October 16, 2003

SCHEDULE C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

**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**