

RECORDATION FORM COVER SHEET

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

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: ACCESS POINT INC

Internal Address:

Street Address: 1100 CRESCENT GREEN SUITE 109

City: CARY

State: NC

Country:

Zip: 27518

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

Execution Date(s): October 14, 2009

Assignment                       Merger  
 Security Agreement               Change of Name

Other: RELEASE

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship: State: NC  
 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)  
78408002

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

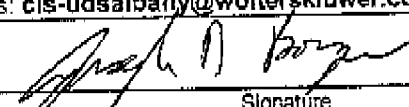
Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

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

b. Deposit Account Number  
Authorized User Name

9. Signature.

  
Signature  
Joseph D. Borgman  
Name of Person Signing

10/16/09

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 **Access Point, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, **February 29, 2008**, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **March 3, 2008 Reel 3730 Frame 0614**.

Date: **October 14, 2009**

SILICON VALLEY BANK

By:

Name:

Title:

  
Margaret Fujii  
Operations Manager

**TRADEMARK**

**REEL: 004080 FRAME: 0268**



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 0265180

Pages: 8

Received: 03/03/2008

Recorded: 03/03/2008

Attorney Dkt #: 220763.000852

Conveyance: SECURITY INTEREST

Total properties: 1

1 Serial #: 2809002 Filing Dt: 04/25/2004 Reg #: 2965180 Reg. Dt: 07/05/2005  
Mark: ACCESS POINT INC.

Assignor

1 ACCESS POINT INC.

Exec Dt: 02/29/2008

Entity Type: CORPORATION

Citizenship: NORTH CAROLINA

Assignee

1 BANK AVAILABILITY BANK

Entity Type: CHARTERED BANK

Citizenship: CALIFORNIA

3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054-1191

Correspondence name and address

MICHAEL J. BRIGNATI, PH.D.  
TROUTMAN SANDERS LLP  
600 PEACHTREE STREET, N.E.  
ATLANTA, GA 30308-2216

Search Results as of: 10/14/2009 04:39 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.  
Web Interface last modified: October 16, 2008 v.2.0.2

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 29, 2008 by and between SILICON VALLEY BANK ("Bank") and ACCESS POINT, 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 February 29, 2008 (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:

ACCESS POINT, INC.

1100 Crescent Green, Suite 200  
Cary, North Carolina 27513

By: Richard E. Brown

Attn: RICHARD BROWN

Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

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:

ACCESS POINT, INC.

1100 Crescent Green, Suite 200  
Cary, North Carolina 27518

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: *[Signature]*

Title: Relationship Manager

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACCESS POINT INC. (Registered)	2965180	07/05/2005
API COMMUNICATIONS (Registered) <sup>1</sup>	341790	03/17/2000

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<sup>1</sup> New Hampshire Trademark