

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination & Release of Security Interest recorded 5/8/01, R/F 2297/0127		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cephas Capital Partners, L.P.		11/05/2009	LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Xelus, Inc.		
Street Address:	233 N. Michigan Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2917620		
Registration Number:	2526254	MULTI-TIERED E-TRADING COMMUNITIES	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172045125		
Email:	shyjana@pepperlaw.com		
Correspondent Name:	Anne M. Shyjan		
Address Line 1:	125 High Street		
Address Line 2:	Oliver Street Tower, 15th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110-2736		
ATTORNEY DOCKET NUMBER:	136609.1 XELUS RELEASE		
NAME OF SUBMITTER:	Anne M. Shyjan		
Signature:	/anne m. shyjan/		

OP \$65.00 2917620

Date:

11/12/2009

Total Attachments: 1

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TERMINATION AND RELEASE OF SECURITY INTEREST

This Termination and Release of Security Interest ("Termination and Release") is made by Cephas Capital Partners, L.P., ("Secured Party"), in favor of Xelus, Inc., a Delaware corporation. ("Xelus") and Servigistics, Inc., a Delaware Corporation ("Servigistics").

W I T N E S S E T H :

WHEREAS, Pursuant to that certain Contingent Patent, Trademark, and License Assignment dated April 16, 2001 (the "Security Agreement"), Xelus granted a security interest (the "Security Interest") in and lien on Trademarks, Goodwill and Licenses (as defined in the Security Agreement) (collectively, the "Collateral") as a condition of a Note and Warrant Purchase Agreement between Xelus and Secured Party, dated April 16, 2001;

WHEREAS, Secured Party acknowledges that Xelus' obligations under the Note and Warrant Purchase Agreement have been satisfied in full;

WHEREAS, Servigistics has acquired certain rights in intellectual property previously owned by Xelus, subject to the Security Interest held by Secured Party;

WHEREAS, Secured Party has agreed to terminate and release its security interest in and all of its right, title and interest in the Collateral as herein provided;

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

Secured Party hereby terminates and releases any and all right, title and interest in the Security Interest in the Collateral, and hereby waives any and all claims or interest it has or might have in and with respect to the Collateral, effective as of the date set forth above.

IN WITNESS WHEREOF, Secured Party has caused this Termination and Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

Cephas Capital Partners, L.P.

By:



Name: Clint W Campbell
Title: Managing Director

Date: November 5, 2009