

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS AT REEL 3807 FRAME 0027	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN CAPITAL FINANCIAL SERVICES, INC.		12/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NARUS, INC.		
Street Address:	570 Maude Court		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2491121	NARUS	
Registration Number:	2610417	NARUS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	046512-0000		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 2491121

Date:

12/09/2009

Total Attachments: 4

source=Narus Release and Termination of Security Interest in Trademarks 2009#page1.tif

source=Narus Release and Termination of Security Interest in Trademarks 2009#page2.tif

source=Narus Release and Termination of Security Interest in Trademarks 2009#page3.tif

source=Narus Release and Termination of Security Interest in Trademarks 2009#page4.tif

**RELEASE AND TERMINATION OF SECURITY INTEREST
IN TRADEMARKS**

This Release and Termination of Security Interest in Trademarks (this "Release") is made and entered into this 6 day of December 2009 by and between Narus, Inc., a Delaware corporation ("Debtor") and American Capital Financial Services, Inc., a Delaware corporation, in its capacity as collateral agent (in such capacity, the "Agent") for the investors (the "Secured Parties") from time to time party to the Security Agreement dated as of July 1, 2008 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), by and among Debtor, the investors party thereto from time to time, and the Agent. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement.

W I T N E S S E T H :

WHEREAS, the Agent has recorded a security interest in Grantor's Trademarks set forth on Schedule A hereto, pursuant to that certain Trademark Security Agreement dated as of July 1, 2008 by and among the Grantor and the Agent (the "Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Patent Division of the United States Patent and Trademark Office, on July 1, 2008, at Reel/Frame No. 003807/0027; and

WHEREAS, Agent has agreed to release its security interest granted under the Trademark Security Agreement in connection with the Trademarks set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, Borrower and Agent wish to record the release of the security interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the parties to this Release intended to be legally bound, agree as follows:

1. The Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the first priority security interest that it has against any and all right, title and interest that it has acquired in and to the Trademarks, any reissues, continuations or extensions of the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any Trademark or any licensed Trademarks.

2. The Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Grantor at the Grantor's sole cost and expense to effectuate or evidence such release.

3. The parties hereto authorize and request the recordation of this Release with the United States Patent and Trademark Office in connection with the Trademarks.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.


7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

AGENT

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By:  _____

Name: Miles Arnone

Title: Senior Vice President

GRANTOR

NARUS, INC.

By:  _____

Name: Paul Farmer

Title: CFO

SCHEDULE A

TRADEMARKS

Trademark Title	Registration Number	Registration Date
NARUS	2491121	09/18/2001
NARUS	2610417	08/20/2002