

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marathon Technologies Corporation		07/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WF Fund III Limited Partnership (d/b/a Wellington Financial LP and Wellington Financial Fund III)
Street Address:	161 Bay Street
Internal Address:	Suite 2520
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: MANITOBA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2430405	COMPUTETHRU
Registration Number:	3374167	EVERRUN
Registration Number:	2283204	
Registration Number:	2642787	MARATHON
Registration Number:	3149582	MARATHON FTVIRTUAL SERVER
Registration Number:	3345958	RUN TO INFINITY
Registration Number:	2055099	SPLITSITE
Serial Number:	77936322	THE APPLICATION AVAILABILITY EXPERTS

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000

900176452

**TRADEMARK
 REEL: 004422 FRAME: 0210**

OP \$215.00 2430405

Email: kschoff@choate.com
Correspondent Name: Choate, Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009260-0007
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kell L. Schoff
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Signature:	/Kell L. Schoff/
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Date:	11/29/2010
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 15, 2010, by and among MARATHON TECHNOLOGIES CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor") and WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and between the Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain term loans and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Secured Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing

(each, a “Trademark”);

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party. The Loan and Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Secured Obligations and the termination of the Secured Parties’ obligations to provide Loans under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

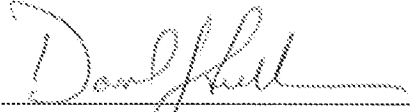
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MARATHON TECHNOLOGIES CORPORATION

By: 

Name:

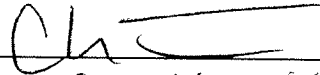
Authorized Signing Officer

{ SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT }

TRADEMARK
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SECURED PARTY:

WF FUND III LIMITED PARTNERSHIP (c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND III)

By: 
Name: CRAIG NETTLETON
Authorized Signing Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004422 FRAME: 0215

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country Name	Mark	File Date	App No.	Reg Date	Reg No.	Status
Canada	COMPUTETHRU	10/28/1999	1034002	08/17/2001	549883	Registered
Canada	COMPUTING FOR THE LONG RUN	10/26/1998	894256	10/20/2000	535290	Registered
Canada	CONSTANT COMPUTING	10/26/1998	894260	10/11/2000	534301	Registered
Canada	ENDURANCE	10/26/1998	894258	05/10/2001	544803	Registered
Canada	INFINITY DESIGN	10/26/1998	894259	01/10/2001	TMA539492	DO NOT RENEW
Canada	SPLITSITE	10/26/1998	894257	08/30/2000	532008	Registered
European Community	COMPUTETHRU	10/26/1999	1360924	02/13/2001	1360924	Registered
European Community	MARATHON ASSURED AVAILABILITY	11/25/1999	1399021	02/26/2001	1399021	Registered
European Community	NOFAIL EMAIL	07/12/2001	2299485	10/30/2002	2299485	Registered
European Community	SPLITSITE	03/10/1997	485292	03/15/1999	485292	Registered
Japan	MARATHON ASSURED AVAILABILITY	11/26/1999	108828/1999	03/16/2001	4459863	Registered
Japan	MARATHON FTVIRTUAL SERVER	06/18/2004	2004- 056613	04/28/2005	4861154	Registered
Japan	MIAL	07/19/1994	72850/1994	04/11/1997	3280050	Registered
Japan	SPLITSITE	09/25/1996	108021/1996	05/22/1998	4148262	Registered
Mexico	NOFAIL EMAIL	07/25/2001	498460	12/17/2001	728973	Registered
South Africa	MARATHON	01/25/2002	2002/00930			Published
United States of America	COMPUTETHRU	03/23/1999	75666300	02/20/2001	2430405	Registered
United States of America	EVERRUN	03/27/2006	78847101	01/22/2008	3374167	Registered

SCHEDULE I
to Trademark Security Agreement

Country Name	Mark	File Date	App No.	Reg Date	Reg No.	Status
United States of America	INFINITY DESIGN	08/14/1997	75536701	10/05/1999	2283204	DO NOT RENEW
United States of America	MARATHON	01/22/2002	76361392	10/29/2002	2642787	Registered
United States of America	MARATHON FTVIRTUAL SERVER	05/27/2004	78426232	09/26/2006	3149582	Registered
United States of America	RUN TO INFINITY	04/11/2006	78858999	11/27/2007	3345958	Registered
United States of America	SPLITSITE	05/14/1996	75104187	04/22/1997	2055099	Registered
United States of America	THE APPLICATION AVAILABILITY EXPERTS					Search clt

Pending Trademark Applications

Country Name	Mark	Case No.	App No.	App. Date
United States of America	THE APPLICATION AVAILABILITY EXPERTS	MTC-620	77936322	16-Feb-2010

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.