

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to Change Nature of Conveyance From Assignment to Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Storability, Inc.		06/15/2004	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Hemenway & Barnes
<b>Street Address:</b>	60 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78189123	GLOBAL STORAGE MANAGER
Registration Number:	2669845	A
Registration Number:	2560236	ASSUREDABILITY
Registration Number:	2549355	ASSUREDASSESSMENT
Registration Number:	2560235	ASSUREDMIGRATION
Registration Number:	2638528	ASSUREDOPERATION
Registration Number:	2583500	ASSUREDPERFORMANCE
Registration Number:	2539697	ASSUREDRESTORE
Registration Number:	2539696	ASSUREDSTORAGE
Registration Number:	2524600	ASSUREDVOLUME
Registration Number:	2604188	ASSURENT
Registration Number:	2773755	STORABILITY
Registration Number:	2589264	STORABILITY
Registration Number:	2670974	STORABILITY

CH \$490.00 78189123

Registration Number:	2676520	STORABILITY ASSURED
Registration Number:	2636600	STORABILITY
Registration Number:	2636579	STORAGE ASSURANCE
Registration Number:	2652470	STORAGE ASSURANCE FOR THE GLOBAL ENTERPRISE
Registration Number:	2760711	ASOC

**CORRESPONDENCE DATA**

Fax Number: (617)542-2241

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6173484914

Email: cpeters@mintz.com

Correspondent Name: Carol H. Peters

Address Line 1: Mintz Levin

Address Line 2: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

**ATTORNEY DOCKET NUMBER:**

09999-515

**NAME OF SUBMITTER:**

Carol H. Peters

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated June 15, 2004 (the "Agreement"), between Storability, Inc., a Delaware corporation having its principal place of business at 118 Turnpike Road, Southborough, Massachusetts 01772 ("Grantor"), and Hemenway & Barnes, as Agent pursuant to a certain Security Agreement, dated June 15, 2004, between Grantor, Agent and each of the entities listed on the signature pages thereto (collectively, the "Lenders") (the "Security Agreement").

WHEREAS, the Lenders have agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Promissory Note, dated June 15, 2004, between Grantor and the Lenders (the "Note"). The Loan is secured pursuant to the terms of the Security Agreement. The Lenders are willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to the Lenders a security interest in certain Copyrights, Trademarks, Patents, and other assets, to secure the obligations of Grantor under the Note. Defined terms used but not defined herein shall have the same meanings as in the Note.

WHEREAS, pursuant to the terms of the Note, Grantor has granted to the Lenders 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to the Agent (hereinafter, the "Indebtedness"), under the Note, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all royalties, rents, usage, fees and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Subordination.** The Agent, the Grantor and Comerica Bank have entered into a certain Subordination Agreement on the date hereof (the "Subordination Agreement"), pursuant to which the Lenders and the Agent have agreed that the obligations and the security interest granted herein are subordinate to the obligations of the Grantor to Comerica Bank.

3. **Authorization and Request.** Grantor authorizes and requests that the Agent record this Agreement with the Register of Copyrights and the Commissioner of Patents and Trademarks.

4. **Reassignment.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Agent shall, upon the direction of the Lenders holding at least 66 2/3% of the total unpaid principal amount of the Note then outstanding, execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

5. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

6. **Amendments.** This Agreement may be amended only by a written instrument signed by the Grantor, the Agent and the Lenders holding at least two-thirds of the unpaid principal balance outstanding under the Note.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

8. **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Grantor by mail at the address specified in preamble of this Agreement. Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court

9. **Waiver of Jury Trial.** GRANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Grantor (i) certifies that neither the Agent nor any representative, agent or attorney of the Agent has represented, expressly or otherwise, that the Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Agreement and the Note, the Agent is relying upon, among other things, the waivers and certifications contained in this section.

10. **Confidentiality.** In handling any confidential information, Agent and the Lenders shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Agent and Lenders' subsidiaries or affiliates in connection with their present or prospective business

relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loan; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Agent or Lenders' examination or audit; and (v) as Agent or the Lenders consider appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Agent and the Lenders' possession when disclosed to Agent and the Lenders, or becomes part of the public domain after disclosure to Agent and the Lenders; or (b) is disclosed to Agent and the Lenders by a third party, if Agent and the Lenders reasonably do not know that the third party is prohibited from disclosing the information.

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GRANTOR

STORABILITY, INC.

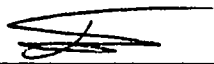
By:

  
Michael Levinger

Chief Financial and Operating Officer

**AGENT:**

HEMENWAY & BARNES, as Agent

By:   
Name: Frederic Mark  
Title: Partner

**EXHIBIT A**

**COPYRIGHTS**

**SCHEDULE A - ISSUED COPYRIGHTS**

**COPYRIGHT  
DESCRIPTION**

**REGISTRATION  
NUMBER**

**DATE OF  
ISSUANCE**

None

**SCHEDULE B - PENDING COPYRIGHT APPLICATIONS**

**COPYRIGHT  
DESCRIPTION**

**APPLICATION  
NUMBER**

**DATE OF  
FILING**

**DATE OF  
CREATION**

**FIRST DATE  
OF PUBLIC  
DISTRIBUTION**

None



**EXHIBIT B**





**PATENTS**

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
109926.127US1	United States	09/999,154	10/31/2001	6,691,116	02/10/2004


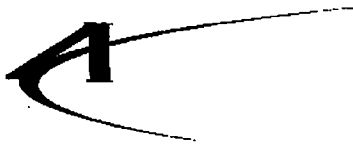

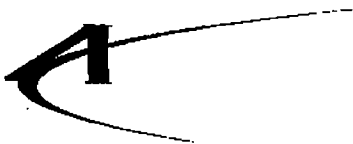
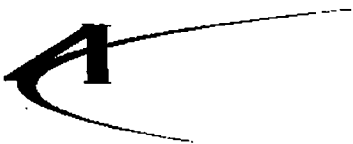
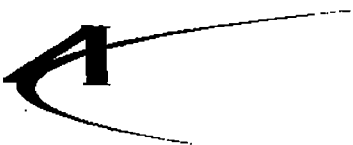
**EXHIBIT C**

**TRADEMARKS**

Pending Applications

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>
A and design 	Canada	1090549	01/26/01
GLOBAL STORAGE MANAGER and design 	European Community	3181294	05/26/03
GLOBAL STORAGE MANAGER and design 	United States	78/189123	11/26/02
STORABILITY	Canada	1088718	01/10/01
STORABILITY	European Community	3201571	05/28/03
STORABILITY	Singapore	T01/00704F	01/16/01
STORABILITY and design 	Canada	1090548	01/26/01

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
A and design 	Australia	862445	01/10/01
A and design 	China	2016249	09/14/02
A and design 	European Community	002050565	07/23/02
A and design 	Japan	4592926	08/09/02
A and design 	Singapore	T01/00706B	08/15/00
A and design 	United States	2669845	12/31/02
ASOC	United States	2760711	09/09/03
ASSUREDABILITY	Australia	862440	05/08/02
ASSUREDABILITY	China	1774853	05/21/02
ASSUREDABILITY	European Community	002033546	06/20/02

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ASSUREDABILITY	Japan	4594671	08/16/02
ASSUREDABILITY	United States	2560236	04/09/02
ASSUREDASSESSMENT	United States	2549355	03/19/02
ASSUREDMIGRATION	United States	2560235	04/09/02
ASSUREDOPERATION	United States	2638528	10/22/02
ASSUREDPERFORMANCE	United States	2583500	06/18/02
ASSUREDRESTORE	United States	2539697	02/19/02
ASSUREDSTORAGE	Japan	4592930	08/09/02
ASSUREDSTORAGE	United States	2539696	02/19/02
ASSUREDVOLUME	United States	2524600	01/01/02
ASSURENT	United States	2604188	08/06/02
STORABILITY	Australia	862439	05/15/02
STORABILITY	China	1774852	05/21/02
STORABILITY	European Community	002033504	12/18/02
STORABILITY	Japan	4592929	08/09/02
STORABILITY	United States	2773755	10/14/03
STORABILITY	United States	2589264	07/02/02
STORABILITY	United States	2670974	01/07/03
STORABILITY and design  <i>STORABILITY</i>	Australia	862442	05/15/02
STORABILITY and design  <i>STORABILITY</i>	China	2016243	09/14/02
STORABILITY and design  <i>STORABILITY</i>	European Community	002050482	11/11/02

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STORABILITY and design  <i>STORABILITY</i>	Japan	4592927	08/09/02
STORABILITY and design  <i>STORABILITY</i>	Singapore	T01/00707J	08/15/00
STORABILITY and design  <i>STORABILITY</i>	United States	2636600	10/15/02
STORABILITY ASSURED	United States	2676520	01/21/03
STORAGE ASSURANCE	China	1774854	05/21/02
STORAGE ASSURANCE	Japan	4592928	08/09/02
STORAGE ASSURANCE	United States	2636579	10/15/02
STORAGE ASSURANCE FOR THE GLOBAL ENTERPRISE	United States	2652470	11/19/02

Intellectual Property Security Agreement  
BOSTON 1928316v3

**TRADEMARK**

RECORDED: 06/29/2004

REEL: 002881 FRAME: 0904