

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Consent and Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing IV, Inc.		01/25/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Borderware Technologies Inc.
Street Address:	50 Burnhamthorpe Road West
Internal Address:	#502
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5B 3C2
Entity Type:	CORPORATION: CANADA

Name:	Wellington Financial LP
Street Address:	161 Bay Street
Internal Address:	Suite 2520
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	74642634	BORDERWARE
Serial Number:	78691766	MXTREME INFINITY
Serial Number:	78411233	NAMEVAULT

CORRESPONDENCE DATA

Fax Number: (416)920-1350

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

OP \$90.00 74642634

Phone: 4169208170
Email: pascual@perry-currier.com
Correspondent Name: Perry + Currier
Address Line 1: 1300 Yonge Street
Address Line 2: Suite 500
Address Line 4: Toronto, CANADA M4T 1X3

ATTORNEY DOCKET NUMBER:

G1110CA00

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:

T. Andrew Currier

Signature:

/T. Andrew Currier/

Date:

09/25/2007

Total Attachments: 2

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CONSENT AND AGREEMENT

**TO: BORDERWARE TECHNOLOGIES INC. (the "Corporation")
WELLINGTON FINANCIAL LP**

**RE: SECURED BORROWING BY THE CORPORATION PURSUANT TO TERM
SHEET ATTACHED AS SCHEDULE "A" (the "Term Sheet")**

WHEREAS the Corporation and the undersigned ("VL&L") are parties to the following agreements (collectively, the "Loan Documents"):

- (a) a Loan and Security Agreement dated as of October 28, 2005;
- (b) a Supplement to the Loan and Security Agreement dated as of October 28, 2005;
- (c) a promissory note issued by the Corporation to VL&L on November 1, 2005; and
- (c) an Intellectual Property Security Agreement dated as of October 28, 2005;

AND WHEREAS pursuant to the terms of the Loan Documents, the Corporation is, among other things, prohibited from allowing or granting any encumbrance or lien on any of its assets or incurring any indebtedness except for certain permitted indebtedness;

AND WHEREAS it is proposed that the Corporation will complete a secured debt financing with Wellington Financial LP (the "Lender") on and pursuant to the terms set out in the Term Sheet (the "Financing") and in connection therewith it is proposed that the Corporation will (i) grant to such Lender a security interest in and to the assets of the Corporation and (ii) satisfy its outstanding debt obligations in full to VL&L by paying to VL&L, out of the funds advanced by the Lender, all outstanding amounts (currently estimated at \$2,008,158.73 assuming a closing prior to March 1, 2007);

NOW THEREFORE, for good and valuable consideration, the Corporation and VL&L agree as follows:

1. Subject to and effective only upon the receipt by VL&L of the Final Amount (as defined in Section 2 below) on or before March 1, 2007, VL&L hereby consents to the Corporation's entering into the Term Sheet and the consummation of the Financing and the transactions contemplated thereby, including the borrowing of funds from the Lender and the grant of security over the assets of the Corporation to the Lender.

2. Notwithstanding any terms of the Loan Documents to the contrary, assuming a closing of the Financing prior to March 1, 2007 and conditional upon the receipt from the Corporation of the amount of \$2,008,158.73 (the "Final Amount") on or before March 1, 2007, the Corporation shall be deemed to have satisfied in full and shall be released and forever discharged from any and all obligations or liability, past or present, pursuant to or in connection with the Loan Documents, the Loan Documents shall terminate and be of no further force or effect, all liens,

pledges and other security interests in favour of VL&L against the assets of the Corporation anywhere in the world shall be released and discharged, and each of the Corporation (including its agent LaBarge Weinstein Professional Corporation) and the Lender (including its agent Stikeman Elliott LLP) may prepare and file discharges of all security registrations made by VL&L against the assets of the Corporation anywhere in the world.

3. VL&L shall from time to time after receipt of the Final Amount on or before March 1, 2007, at the Corporation's request and sole expense (including, without limitation, reimbursement for all reasonable counsel fees and expenses of Lender in connection therewith), execute, acknowledge and deliver to the Corporation such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the Corporation may reasonably require in order to confirm the full satisfaction and release of the Corporation's obligations under the Loan Documents and the discharge of any security interests that the Lender may have against the Corporation's assets anywhere in the world or otherwise as may be reasonably necessary to carry out, evidence and confirm the intended purposes of this Agreement.

4. For greater certainty, the parties hereby agree that the Warrant to Purchaser Series C Preferred Shares issued to VL&L by the Corporation as of October 28, 2005 shall remain outstanding on and pursuant to its terms.

IN WITNESS WHEREOF, the parties have caused this Consent and Agreement to be executed with effect as of the date written below.

Date: January 25, 2007

VENTURE LENDING & LEASING IV, INC.

per: 
Authorized Signatory

BORDERWARE TECHNOLOGIES INC.

per: 
Authorized Signatory