Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Offic	
RECORDATION FO		
TRADEMARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
STRATAVIA CORP.	Additional names addresses or citizenship attached?	
	IVO IV	
	Name: Square 1 Bank Internal	
Individual(s) Association	Address: Lee Conner	
General Partnership Limited Partnership	Street Address: 406 Blackwell Street, Suite 240	
Corporation- State: Delaware	City: Durham	
Other	State: NC	
Citizenship (see guidelines)	Country: US Zip: 27701	
Additional names of conveying parties attached? Yes 🗸 No		
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship	
. , , , , , , , , , , , , , , , , , , ,	Limited Partnership Citizenship	
Execution Date(s) December 2, 2008	Corporation Citizenship North Carolina	
Assignment Merger	Other Citizenship	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic	
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and		
A. Trademark Application No.(s) 78/885,403 and as more fully described in Exhibit C	B. Trademark Registration No.(s)	
in a soo, not and as more rany sees in a same in a same in	Additional about the shade Table	
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached?	
o. Idahandari di 2000 patri di 11000 harike) (and 1 mili	200 ii) ppiloziioii oi i togottatioii italiisoi io aliitiloiti).	
5. Name & address of party to whom correspondence	6. Total number of applications and	
concerning document should be mailed: Name: Lee Conner	registrations involved:	
Internal Address: Square 1 Bank	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40	
Internal Addicess. Square F Bank	Authorized to be charged by credit card	
04 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	Authorized to be charged to deposit account	
Street Address: 406 Blackwell St. Suite 240	Enclosed	
[8. Payment Information:	
City: Durham	a. Credit Card Last 4 Numbers	
State: NC Zip: 27701	Expiration Date	
Phone Number: 919-314-3099 Fax Number: 919-354-1278 - NEW	b. Deposit Account Number <u>50-3822</u>	
Email Address: loandocsdept@square1bank.com	Authorized User Name Lee Conner	
9. Signature:	40/00/0000	
Signature	12/09/2008 Date	
Lee Conner	Total number of pages including cover	
Name of Person Signing	sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT C

Trademarks

Description

STRATAVIA

Serial/Registration No.

78885403

File Date 5/17/06

WEST\21590200.1 358756-000020

-5-

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 2, 2008 by and between SQUARE 1 BANK ("Bank") and STRATAVIA CORP., a Delaware corporation ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of June 16, 2006, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of August 29, 2006, that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2007, that certain Third Amendment to Loan and Security Agreement dated as of February 28, 2008 and that certain Forbearance Agreement and Fourth Amendment to Loan and Security Agreement dated as of December 2, 2008 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

WEST\21590200.1 358756-000020

-1-

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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1670 Broadway Denver, CO 80202

Attn: Chief Executive Officer

Address of Bank:

406 Blackwell Street, Suite 240 Crowe Building

Crowe Building Durham, NC 27701

Attn: Manager

STRATAVIA CORP

~ =

Title:

BANK:

SQUARE 1 BANK

By:

Title:

WEST/21590200.1 358756-000020

-2-

EXHIBIT A

Copyrights

Description

Registration Number Registration Date

None.

WEST\21590200.1 358756-000020

-3-

.....

EXHIBIT B

Patents

Description	Patent/App. No.	File Date
Standard operating procedure automation in database administration	11770454	6/28/07
Standard operating procedure automation in database administration	11953563	12/10/07

WEST\21590200.1 358756-000020

-4-