



## TERMINATION OF SECURITY INTERESTS

This is a Termination of Security Interests, dated as of March ~~24~~, 2003, executed by Foothill Capital Corporation (the "Secured Party") releasing all security interests of the Secured Party in the Encumbered Trademarks, the Encumbered Copyrights and the Encumbered Patents (as each is defined below) owned by Converge, LLC, Converge Asia Pte. Ltd., Converge Netherlands B.V., Converge, Inc., Converge Financial Corporation or Converge Business Trust (collectively, the "Grantors", each, a "Grantor").

### RECITALS

WHEREAS, the Grantors granted Secured Party a security interest (the, "Trademark Security Interest") in the Encumbered Trademarks (defined below), pursuant to that Trademark Security Agreement dated as of April 5, 2002 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office on May 17, 2002 at Reel/Frame No. 2469/0889;

WHEREAS, the Grantors granted Secured Party a security interest (the, "Patent Security Interest") in the Encumbered Patents (defined below), pursuant to that Patent Security Agreement dated as of April 5, 2002 (the "Patent Security Agreement");

WHEREAS, the Grantors granted Secured Party a security interest (the "Copyright Security Interest," together with the Trademark Security Interest and the Patent Security Interest, the "Security Interests") in the Encumbered Copyrights (defined below), pursuant to that Copyright Security Agreement dated as of April 5, 2002 (the "Copyright Security Agreement");

WHEREAS, the Grantors, having satisfied their repayment obligations under the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement, desire termination of the Secured Party's Security Interests; and

WHEREAS, the Secured Party is willing to terminate the Security Interests;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks. "Encumbered Trademarks" shall mean the Trademark Collateral (as defined in the Trademark Security Agreement). The Encumbered Trademarks shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Encumbered Patents. "Encumbered Patents" shall mean the Patent Collateral (as defined in the Patent Security Agreement). The Encumbered Patents shall include, without limitation, the property listed on Schedule B attached hereto and incorporated by reference herein.

3. Encumbered Copyrights. "Encumbered Copyrights" shall mean the Copyright Collateral (as defined in the Copyright Security Agreement).

4. Termination of the Security Interests. Secured Party hereby acknowledges that it retains no further interest in the Encumbered Trademarks, Encumbered Patents or Encumbered Copyrights and terminates all of the Secured Party's Security Interest in:

(a) the Encumbered Trademarks, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks or any one of them, and the right to sue for and collect the same;

(b) the Encumbered Patents, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Patents, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Patents or any one of them, and the right to sue for and collect the same; and

(c) the Encumbered Copyrights, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Copyrights, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Copyrights or any one of them, and the right to sue for and collect the same.

5. Further Execution. In accordance with Section 15 of each of the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement, and subject to the terms and conditions thereof, the Secured Party agrees to, at any Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of the Encumbered Trademarks, the Encumbered Patents and/or the Encumbered Copyrights, as applicable, from the Security Interests. Notwithstanding anything to the contrary that may otherwise be set forth in Section 15 of each of the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement, the Secured Party agrees to comply with the terms and conditions of this Section 5 for a period of one (1) year from the date of execution of this Termination of Security Interests.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest to be duly executed on the date first mentioned above.

Foothill Capital Corporation

By:   
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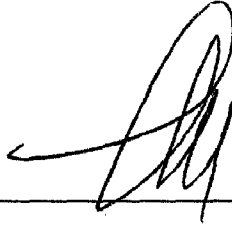
Name: David Sanchez

Title: Vice President

STATE OF MASSACHUSETTS )  
COUNTY OF Suffolk ) ss.

On March 19, 2003, before me, the undersigned notary public in and for said County and State, personally appeared David Sanchez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



My commission expires on 7/29/2005

**SCHEDULE A OF TRADEMARKS****U.S.**

<b>TRADEMARK/PATENT</b>	<b>REGISTRATION NO. (SERIAL NO.)</b>
CONVERGE	78/033,009
C CONVERGE (Stylized - Horizontal)	78/040,159
C CONVERGE (Stylized - Vertical)	78/040,156

**BENELUX**

CONVERGE	691,686
C CONVERGE (Stylized - Horizontal)	696,421
C CONVERGE (Stylized - Vertical)	691,675

**CHINA**

CONVERGE	1,956,777
CONVERGE	1,799,612

**CTM (EUROPEAN COMMUNITY)**

CONVERGE	2,042,398
C CONVERGE (Stylized - Horizontal)	2,019,164

**FRANCE**

CONVERGE	3,069,554
C CONVERGE (Stylized Vertical)	3,074,046

**GERMANY**

CONVERGE	30090122
C CONVERGE (Stylized - Horizontal)	30100088
C CONVERGE (Stylized - Vertical)	30100087

**GREAT BRITAIN**

CONVERGE	2,254,533
C CONVERGE (Stylized Vertical)	2,256,943

**JAPAN**

CONVERGE	132384/2000
C CONVERGE (Stylized Horizontal)	81/2001

**KOREA**

CONVERGE	30907-2000
C CONVERGE (Stylized - Horizontal)	32042-2000

**SINGAPORE**

CONVERGE	T00/21243F
C CONVERGE (Stylized Horizontal)	T01/00297D

**SWITZERLAND**

CONVERGE	486,420
C CONVERGE (Stylized - Horizontal)	486,586
C CONVERGE (Stylized - Vertical)	486,587

**TAIWAN**

C CONVERGE (Stylized - Horizontal)	169,461
FAT C LOGO	166,949
FAT C LOGO	180,906

**SCHEDULE B OF PATENTS**

**U.S.**

<b>PATENT</b>	<b>SERIAL NO.</b>
SYSTEM AND METHOD FOR MAINTAINING AND UTILIZING COMPONENT CROSS REFERENCE DATA IN AN EXCHANGE SYSTEM	09/986,173