

12-14-2004

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To the Director of the U. S. Patent and Trademark Office

102900983

Send to the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sand Hill Capital II, LP

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Execution Date(s) 10-12-04

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wayport, Inc.

Internal

Address: 4509 Freidrich Ln., Bldg. III, Suite 300

Street Address:

City: Austin

State: Texas

Country: USA Zip: 78744

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

OFFICE OF PUBLICATION RECORDS  
FINANCE SECTION  
NOV 10 2004 11 09 29

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,694,364 2,524,043 2,239,230

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dwayne K. Goetzl @Meyertons, Hood

Internal Address:

Street Address: P.O. Box 398

City: Austin

State: Texas Zip: 78767-0398

Phone Number: 512-853-8800

Fax Number: 512-853-8801

Email Address: dgoetzl@intprop.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501505

Authorized User Name Dwayne K. Goetzl

9. Signature: Dwayne K. Goetzl

12-9-04

Signature

Date

12/13/2004 ECOOPER 00000097 501505 2694364

01 FC: 521 40.00 DA  
02 FC: 522 50.00 DA

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003091 FRAME: 0965

**RELEASE OF SECURITY AGREEMENT COVERING  
INTELLECTUAL PROPERTY**

On or about October 16, 2000, Sand Hill Capital II, LP ("Sand Hill") and Wayport, Inc. ("Wayport") entered into an intellectual property security agreement (the "IP Agreement") for purposes of a loan agreement between the parties. See IP Agreement attached as Exhibit A, and recorded with the United States Patent and Trademark Office on or about November 17, 2000 at Reel 002177, Frames 0413-0425 and at Reel 011238, Frames 0155-0167, and on October 31, 2000 with the U.S. Copyright Office at vol. 3460, page 574.

Subsequent to the effective date of the IP Agreement, Wayport has fulfilled its obligations to Sand Hill as set forth in the IP Agreement.

In consideration thereof, Sand Hill hereby releases any and all of its security interests in any of the intellectual property rights or interests of Wayport, including but not limited to the intellectual property rights or interests set forth in the IP Agreement, the exhibits thereto, any amendments thereto, or as recorded with the U.S. Patent and Trademark Office or the U.S. Copyright Office.

Sand Hill warrants that it has full authority and power to effectuate the release set forth herein, and that it has not transferred any of its rights or interests in the IP Agreement to any third party that would encumber its ability to release all such rights and interests in favor of Wayport as set forth herein. To the extent that any rights or interests were transferred to any third party (*e.g.*, FB Commercial Finance, Inc.) then in such event Sand Hill warrants that it will obtain the necessary releases from such third parties to fully effectuate the intent of this release of security agreement.

SAND HILL CAPITAL II, LP

Robert A. Johnson  
Signature

ROBERT A. JOHNSON  
Printed Name

Pres  
Title

10/12/04  
Date