

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination of Intellectual Property Security Agreement under Reel/Frame 2905/0661 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-------------------------------------|
| Jonathan D. Becher | | 10/20/2005 | INDIVIDUAL: |
| Kurt Bilafer | | 10/20/2005 | INDIVIDUAL: |
| Thomas Lefort | | 10/20/2005 | INDIVIDUAL: |
| Robert D. Testorff | | 10/20/2005 | INDIVIDUAL: |
| John D'Albis | | 10/20/2005 | INDIVIDUAL: |
| David I. Fann | | 10/20/2005 | INDIVIDUAL: |
| Excelsior Venture Partners III, LLC | | 10/20/2005 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | Pilot Software, Inc. |
| Street Address: | 444 Castro Street |
| City: | Mountain View |
| State/Country: | CALIFORNIA |
| Postal Code: | 95041 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 1398394 | COMMAND CENTER |

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6154
 Email: huelinh.tran@wilmerhale.com
 Correspondent Name: Barbara A. Barakat
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street

OP \$40.00 1398394

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

290041120

NAME OF SUBMITTER:

Barbara A. Barakat

Signature:

/barbara a. barakat/

Date:

11/09/2005

Total Attachments: 8

source=termination#page1.tif

source=termination#page2.tif

source=termination#page3.tif

source=termination#page4.tif

source=termination#page5.tif

source=termination#page6.tif

source=termination#page7.tif

source=termination#page8.tif

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, Pilot Software, Inc., a Delaware corporation, located at 444 Castro Street, Mountain View, California 95041 (the "Borrower") and

Jonathan D. Becher, an individual, whose address is 419 W. Dana, Mountain View, California 94041, Kurt Bilafer, an individual, whose address is 265 Myrtle Avenue, Redwood City, California 94062, Thomas Lefort, an individual, whose address is 84 Walker Street, Whitinsville, Massachusetts 01588, Robert D. Testorff, an individual, whose address is 1955 Landings, Mountain View, California 94043, John D'Albis, an individual, whose address is 12 Sandy Pond Lane, N. Easton, Massachusetts 02356, David I. Fann, an individual, whose address is 625 Guinda, Palo Alto, California 94301, and Excelsior Venture Partners III, LLC, a Delaware limited liability company, located at 3000 El Camino Real, 5 Palo Alto Square, Palo Alto, California 94306, (the "Secured Parties")

entered into a certain Intellectual Property Security Agreement ("Agreement"), dated as of July 26, 2004, which was recorded in the United States Patent and Trademark Office on July 31, 2004 for the trademark at Reel 2905 and Frame 0661, that by its terms granted the Secured Party a security interest in United States Trademark Registration Number 1,398,394 (the "Intellectual Property Collateral") together with the goodwill of the business associated with and symbolized by such Intellectual Property Collateral;

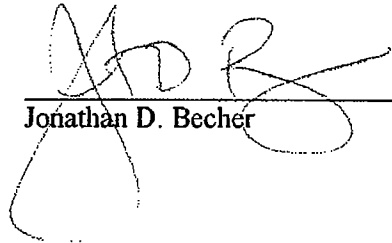
WHEREAS, the Agreement provide that the Secured Parties shall execute and deliver to the Borrower a termination of all security interest granted by Borrower upon the payment and full performance in full of all obligations incurred under the secured promissory note loan agreement; and

WHEREAS, the Borrower has or has caused to be paid and satisfied in full the obligations for which the security interest in the Intellectual Property Collateral was granted.

NOW THEREFORE the parties hereto agree that the Secured Parties hereby reassign to the Borrower the interest in the Intellectual Property Collateral in which the Secured Parties were granted a security interest under the Security Agreement. The Secured Parties also hereby release their security interest in the Intellectual Property Collateral. The Secured Parties further agree, for themselves, their successors and assigns, to execute such further documents and to perform such further lawful acts as reasonably may be requested by the Borrower, to effectuate this termination.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20th day of October, 2005.

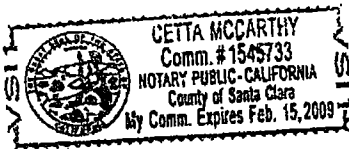
SECURED PARTY

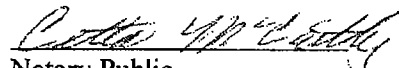

Jonathan D. Becher

County of Santa Clara
STATE OF CALIFORNIA

On this 20th day of October, 2005, before me, the undersigned notary public, personally appeared Jonathan D. Becher, proved to me through satisfactory evidence of identification, which was Calif. Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

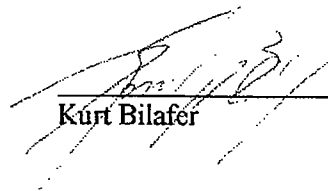
[affix seal]




Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 22 day of October, 2005.

SECURED PARTY

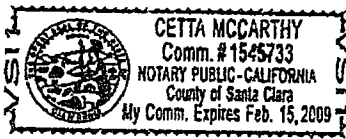


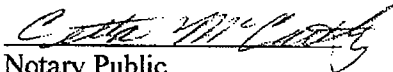
Kurt Bilafer

County of Santa Clara
State of California

On this 20 day of October, 2005, before me, the undersigned notary public, personally appeared KURT BILAFER, proved to me through satisfactory evidence of identification, which was Calif. Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]

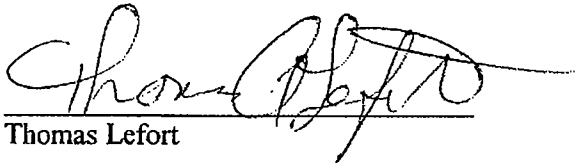




Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20th day of October, 2005.

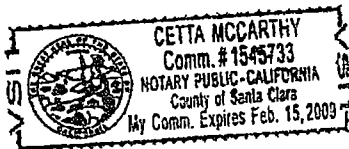
SECURED PARTY

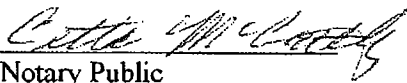

Thomas Lefort

County of Santa Clara
STATE of California

On this 20th day of October, 2005, before me, the undersigned notary public, personally appeared Thomas Lefort, proved to me through satisfactory evidence of identification, which was MA. DRIVERS License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]




Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 30th day of October, 2005.

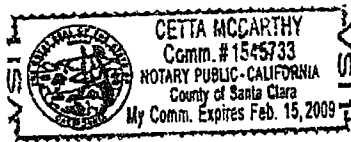
SECURED PARTY

[Handwritten Signature]
Robert D. Testorff

County of Santa Clara
State of California

On this 30th day of October, 2005, before me, the undersigned notary public, personally appeared Robert D. Testorff, proved to me through satisfactory evidence of identification, which was Calif. Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



[Handwritten Signature]
Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20 day of October, 2005.

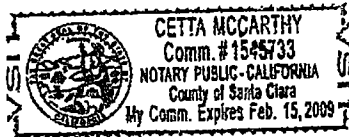
SECURED PARTY

[Signature]
John D'Albis

County of Santa Clara
State of California

On this 20 day of October, 2005, before me, the undersigned notary public, personally appeared John D'Albis, proved to me through satisfactory evidence of identification, which was Ma. DRIVERS LICENSE, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



[Signature]
Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20th day of October, 2005.

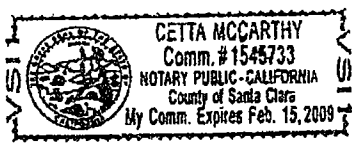
SECURED PARTY

[Handwritten Signature]
David I. Fann

County of Santa Clara
State of CALIFORNIA

On this 20th day of October, 2005, before me, the undersigned notary public, personally appeared David I Fann, proved to me through satisfactory evidence of identification, which was Calif. Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



[Handwritten Signature]
Notary Public
My commission expires: 2-15-09

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Termination Agreement as of the date of execution, this 20 day of October, 2005.

SECURED PARTY



Excelsior Venture Partners III, LLC

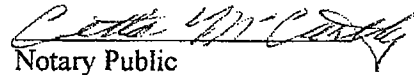
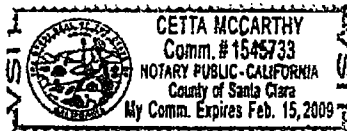
Name: RISHAV NANDAGOPAL

Title: Co-CEO

County of Santa Clara
State of California

On this 20th day of October, 2005, before me, the undersigned notary public, personally appeared Raghav Nandagopal, proved to me through satisfactory evidence of identification, which was Connecticut Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



Notary Public

My commission expires: 2-15-09