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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1. Invertix Corporation
- 2.
- 3.

9-3-04

2. Name and address of receiving party(ies)

Name: Telephia, Incorporated

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Street Address: 101 Green Street

City: San Francisco State: CA Zip: 94111

Execution Date: 9/2/2004

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/899,955

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Scott D. Sanford

Internal Address:

Street Address: O'Melveny & Myers LLP

275 Battery Street, 26th Floor

City: San Francisco State: CA Zip: 94111-3344

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0639

OPR/FINANCE 2004 SEP -3 AM 9:28

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9. Signature.

Scott Sanford

Name of Person Signing

[Handwritten Signature]

Signature

Sept. 3, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

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40.00 DP

PATENT REEL: 015758 FRAME: 0018

RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents ("**Release**") is dated as of September 2, 2004 by Invertix Corporation, a corporation organized under the law of Delaware, having a place of business at 7010 Little River Turnpike, Suite 300, Annandale, Virginia 22003 ("**Invertix**"), as the Secured Party under the Security Agreement and Secured Promissory Note, both dated as of February 28, 2003 (as amended, restated, supplement or otherwise modified from time to time) (the "Grant of Security"), in favor of Telephia, Inc., a corporation organized under the law of Delaware, having a place of business at 101 Green Street, San Francisco, California 94111 ("**Telephia**"). Capitalized terms not defined in this Release have meanings set forth for such terms in the Grant of Security (as respectively defined below).

WHEREAS, pursuant to the Grant of Security dated February 28, 2004, by and among Invertix and Telephia, Invertix assigned all of its right, title and interest in or to the patent application listed on the attached Schedule A (the "Collateral") to Telephia.

WHEREAS, pursuant to the Grant of Security dated February 28, 2004, by and among Telephia and Invertix, as security for the payment or performance in full of the Obligations, Telephia pledged to Invertix, a security interest in, all of its right, title and interest in or to the Collateral.

WHEREAS, the Grant of Security was recorded in the United States Patent and Trademark Office on May 16, 2003, at Reel/Frame 014075/0506.

WHEREAS, Telephia has fully paid and performed in full the Obligations and Invertix desires to release its security interest in the Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Invertix hereby notifies, acknowledges to and agrees with Telephia that the security interest in the Collateral granted by Telephia to Invertix pursuant to the terms of the Grant of Security, is terminated and released as of the date hereof, and that Invertix hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant of Security in and to the Collateral.

Invertix hereby agrees to take such further actions and to execute such further documents as Telephia may reasonably request to effect and evidence this Release of Security Interest in Patents, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Invertix has caused this Release of Security Interest in Patents to be duly executed and delivered by its duly authorized officer as of the date first above written.

INVERTIX CORPORATION

By: *Bryan Judd*
Name: Bryan Judd
Title: Senior Vice President of Operations

**SCHEDULE A
TO
RELEASE OF PATENT SECURITY INTEREST**

| Title | U.S. Pub. No. | U.S. App. No. | Filing Date | Assignee of Record |
|---|---------------|---------------|--------------|----------------------|
| Bitwise Monitoring of Network Performance | 2001/0041566 | 09/899,955 | July 6, 2001 | Invertix Corporation |