

04-19-2006

FORM PTO-1595

(Rev. 08/05)

Office CMB No. 0651-0027 (exp. 06/30/2008)

REC



103222536

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

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):

Silicon Valley Bank
3003 Tasman Dr. HF-154
Santa Clara, CA 95054

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

3. Nature of conveyance/Execution Date(s):

Execution Date: 4/3/06

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other: **Release**

2. Name and address of receiving party(ies):

Name: Evolutionary Technologies International, Inc.

Internal Address:

Street Address: 816 Congress Ave Ste 1450

City: Austin

State: TX

Country: Zip: 78701

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)
6,523,172

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21 (h) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature: Lana Lowe Signature

4/3/06 Date

Lana Lowe
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 25

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, V.A. 22313-1450

OFFICE OF PUBLIC INFORMATION
APR 17 2006
FINANCE SECTION

40.00 DP
6523172
04/18/2006
01 FT:602

90-17-06

**AMENDMENT
TO
COLLATERAL ASSIGNMENT, PATENT MORTGAGE
AND SECURITY AGREEMENT**

This Amendment to Collateral Assignment, Patent Mortgage and Security Agreement is made as of June 2/, 2004 by and between Evolutionary Technologies International, Inc. ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

RECITALS

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated October 24, 2000 (as amended from time to time, the "Loan Agreement") and that certain Collateral Assignment, Patent Mortgage and Security Agreement dated January 19, 2001 (the "Original IP Agreement"), which was recorded in the U.S. Copyright Office on January 30, 2001, Volume 3464, Page 879 with respect to the copyrights identified therein, and which was recorded in the U.S. Patent and Trademark Office on January 30, 2001, Reel/Frame 011483/0251 with respect to the patents identified therein and which was subsequently supplemented by that certain Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement dated October 23, 2002 (the "Supplement"), which Supplement was recorded in the U.S. Copyright Office on October 30, 2002, Volume 3490, Page 889 with respect to the copyrights identified therein (the Original IP Agreement as supplemented from time to time is hereinafter referred to as the "IP Agreement"). (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the IP Agreement.)

B. The parties desire to amend the IP Agreement as follows, effective as of the date hereof.

The IP Agreement, as amended hereby, shall continue in full force and effect with respect to the Collateral described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Modified Assignment, Patent Mortgage and Security Interest.** Section 1 of the IP Agreement is hereby amended and restated to read as follows:

1. **Assignment, Patent Mortgage and Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the

"Collateral"):

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights listed in Exhibit A-1 to the Original IP Agreement, Exhibit A to the Supplement and Exhibit A to this Amendment, in each instance, effective as of the date set forth with respect to each item, (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Assignor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to the Original IP Agreement and Exhibit A to this Amendment, in each instance, effective as of the date set forth with respect to each item, and any and all royalties, payments, and other amounts payable to Assignor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights".

(c) All right, title and interest in and to any and all present and

future license agreements with respect to the Copyrights, including without limitation the license agreements listed in Exhibit A-3 to the Original IP Agreement (the "Licenses").

(d) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(f) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

(g) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached to the Original IP Agreement and Exhibit A hereto in each instance, effective as of the date set forth with respect to each item, (collectively, the "Patents");

(h) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached to the Original IP Agreement and Exhibit A hereto in each instance, effective as of the date set forth with respect to each item, (collectively, the "Trademarks");

(i) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(j) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(k) All amendments, extensions, renewals and extensions of

any of the Copyrights, Trademarks or Patents; and

(l) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

**THE INTEREST IN THE COLLATERAL BEING ASSIGNED
HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT
ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO
SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER
THE LOAN AGREEMENT.**

2. **General.** As amended hereby, all terms and conditions of the IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Assignee that all representations and warranties set forth in the IP Agreement, as amended hereby, are true and correct as of the date hereof; provided, however, that each such term and condition of the IP Agreement and each such representation and warranty of Assignor contained therein, as amended hereby, shall be effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item. This Amendment is an integral part of the IP Agreement, effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Collateral Assignment, Patent Mortgage and Security Agreement on the day and year first above written.

ASSIGNOR:

Evolutionary Technologies International, Inc.

By: Katherine G. Hammer
Title: President & CEO
Name (please print):
Katherine G. Hammer

Address of Assignor:

816 Congress Avenue
Suite 1450
Austin, Texas 78701

ASSIGNEE:

Silicon Valley Bank

By: S. Renee Hudnell
Title: Vice President
Name (please print):
S. Renee Hudnell

Address of Assignee:

3003 Tasman Drive
Santa Clara, CA 95054

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

On June 21, 2004, before me, Rebecca Foletta
Notary Public, personally appeared

Katherine G. Hammer,

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 upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Rebecca Foletta
(Seal)

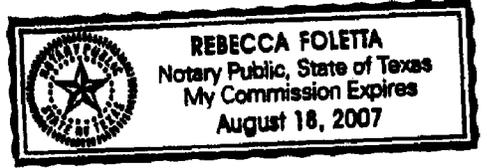


EXHIBIT "A"

**INTELLECTUAL PROPERTY OWNED BY
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL, INC
AS OF 6-21-04**

I. PATENT

Parser Translator System & Method. 6,523,172 BI Received 02/18/03

II. TRADEMARKS

A. Registered Trademarks. See attached table that supplements and restates prior tables.

B. Unregistered Trademarks.¹

ETI (not stylized)
Dialogue Coach
Success First
AnswerLink
MetaStore

III. COPYRIGHTS

A. Registered Copyrights. See attached table that supplements and restates prior tables.

B. Unregistered Copyrights.²

ETI Solution® Impact Analyst 5.2
ETI Solution® Integration Client 5.2
ETI Solution® MetaStore Server 5.2
ETI Solution® Process Server 5.2
ETI Solution® Parser-Translator 5.2
ETI Solution® Application Server 5.2
ETI Solution® Conversion Compiler 5.2
ETI Solution® Quick Install Guide 5.2.0 C

IV. DESCRIPTION OF LICENSE AGREEMENTS

No supplemental license information.

¹ The list of unregistered trademarks is restated in its entirety. As ETI has refined its offering of products, it has correspondingly refined the unregistered trademarks used in its business.

² These items were just received from ETI's development team and will be filed within 30 days along with other copyrightable works ETI's development team is completing.

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	CLASS	DATE REGISTERED	OTHER FEES DUE	RENEWAL DUE
ETI Logo & Design	U.S.	1,957,877	9 & 42	2/20/96	Sections 8 & 15 fees were paid 2/20/02.	2/20/06
ETI Logo & Design	Australia	2007027	9 & 42	01/09/95	N/A	01/09/05
ETI Logo & Design	Benelux	587463	9 & 42 & 35	9/22/95	N/A	9/22/05
ETI Logo & Design	Canada	TMA467713	N/A (Wares & Services)	12/16/96	N/A	12/16/11
ETI Logo & Design	France	95589525	9 & 42 & 35	9/25/95	N/A	9/24/05
ETI Logo & Design	Germany	39539776	9 & 42	10/28/96	N/A	9/30/05
ETI Logo & Design	Mexico	511576	42	11/29/95	N/A	9/26/05
ETI Logo & Design	Mexico	512690	9	12/12/96	N/A	9/26/05
ETI Logo & Design	Spain	1987892	42	10/21/96	N/A	9/29/05
ETI Logo & Design	Spain	1987891	9	12/05/96	N/A	9/29/05
ETI Logo & Design	Switzerland	434129	9 & 42	1/20/97	N/A	9/18/05
ETI Logo & Design	UK	2035289	9 & 42	9/19/95	N/A	9/19/05
ETI Logo & Design	Italy	719945	9 & 42	7/23/97	N/A	9/25/05
ETI Logo & Design	Japan	4123895	9	3/13/98	N/A	3/13/08

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	CLASS	DATE REGISTERED	OTHER FEES DUE	RENEWAL DUE
ETI •EXTRACT	Benelux	591273	9 & 42 & 35	2/3/97	N/A	12/13/05
ETI •EXTRACT	Canada	TMA469378	N/A (Wares & Services)	1/22/97	N/A	1/22/12
ETI •EXTRACT	France	96/604597	9 & 42 & 35	1/15/96	N/A	1/14/06
ETI •EXTRACT	Germany	39552292	9 & 42	6/4/96	N/A	12/31/05
ETI •EXTRACT	Mexico	515564	9	1/3/96	N/A	1/3/06
ETI •EXTRACT	Mexico	515565	42	1/3/96	N/A	1/3/06
ETI •EXTRACT	Spain	2002695	9	12/20/95	N/A	12/20/05
ETI •EXTRACT	Spain	2002696	42	12/10/95	N/A	12/10/05
ETI •EXTRACT	Switzerland	435166	9 & 42	2/19/97	N/A	12/12/05
ETI •EXTRACT	UK	2048187	9 & 42	8/30/96	N/A	12/11/05
ETI •EXTRACT	Italy	755041	9 & 42	8/25/98	N/A	1/10/06
ETI •EXTRACT	Japan	4229192	9	1/14/99	N/A	1/14/09
ETI •EXTRACT	Japan	4355938	42	1/28/00	N/A	1/28/10

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	CLASS	DATE REGISTERED	OTHER FEES DUE	RENEWAL DUE
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	U.S.	2,053,223	9 & 42	4/15/97	Sections 8 & 15 due 4/15/03 were paid.	4/15/07
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Benelux	568169	9 & 42	1/10/95	N/A	1/10/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Canada	462694	N/A (Wares & Services)	8/30/96	N/A	8/30/11
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	France	95553591	9 & 42	1/16/95	N/A	1/16/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Mexico	511448	9	5/16/95	N/A	5/16/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Mexico	516569	42	5/15/95	N/A	5/15/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Spain	1964325	9	5/10/95	QQ Tax due 5/31/00 (paid)	5/10/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Spain	1964326	42	5/10/95	QQ Tax due 5/31/00 (paid)	5/10/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Switzerland	434158	9 & 42	4/27/95	N/A	4/27/05

REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	CLASS	DATE REGISTERED	OTHER FEES DUE	RENEWAL DUE
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	UK	2007027	9 & 42	1/9/95	N/A	1/9/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Italy	736,120	9 & 42	5/10/95	N/A	5/10/05
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Japan	3303803	9	5/9/97	N/A	5/9/07
EVOLUTIONARY TECHNOLOGIES INTERNATIONAL	Japan	4143810	42	5/8/98	N/A	5/8/08

TRADEMARK	COUNTRY	REGISTRATION NO.	CLASS	DATE REGISTERED	OTHER FEES DUE	RENEWAL DUE
ETI SOLUTION	U.S.	2835086	9, 41 & 42	4/20/04	Waiting for certificate of registration to receive instructions	Waiting for certificate of registration to receive instructions
ETI SOLUTION	Australia	922842	9, 41 & 42	8/12/02	N/A	8/12/12
ETI SOLUTION	European Community Trademark	002824647	9, 41 & 42	8/14/02	N/A	8/14/12
ETI SOLUTION	Singapore	T02/12187Z	9	2/19/02	N/A	2/19/12
ETI SOLUTION	Singapore	T02/12188H	41	2/19/02	N/A	2/19/12
ETI SOLUTION	Singapore	T02/12190Z	42	2/19/02	N/A	2/19/12

REGISTERED TRADEMARKS

ETI PENDING TRADEMARK REGISTRATIONS as of 6/21/04

TRADEMARK	COUNTRY	APPLICATION OR SERIAL NO.	CLASS	DATE FILED	STATUS
ETI SOLUTION	Brazil	824901410	9	8/16/02	Following up with attorney for status
ETI SOLUTION	Brazil	824901428	41	8/16/02	Following up with attorney for status
ETI SOLUTION	Brazil	824901436	42	8/16/02	Following up with attorney for status
ETI SOLUTION	Canada	1,149,562	9, 41 & 42	8/12/02	4/13/04 -- requested 6-month extension to file certified copy of corresponding US registration.
ETI SOLUTION	India	1125685	9	8/12/02	Hearing 9/8/03 -- waiting to hear report
ETI SOLUTION	India	Pending	41	Pending	Attorney advises trademark law for services in a state of flux.
ETI SOLUTION	India	Pending	42	Pending	Attorney advises trademark law for services in a state of flux.
ETI SOLUTION	Japan	2002 - 069233	9, 41 & 42	8/14/04	3/10/04 -- applications filed for recordal of name and address change (from Evolutionary Technologies, Inc. to Evolutionary Technologies International, Inc.) in order to go forward with application process.

REGISTERED TRADEMARKS

TRADEMARKS ABANDONED BY ETI as of 6/21/04

1. ETI ALIA in the U.S.
2. ETI Logo & Design in Spain (class 9). Informatica successfully objected to ETI's filing. They have a subsidiary with an EI logo and design. ETI lost its appeal to this claim.
3. EXTRACT in U.S. (classes (& 42). Sterling software successfully objected to ETI's filing
4. Evolutionary Technologies International – Germany. We lost our appeal to objections filed in 1999.
5. ETI Elite – mark never used; therefore, could not file evidence of use by 4/20/01. Extension not requested because mark never used.
6. ETI•EXTRACT in the U.S. -- The Sections 8 and 15 fees were not paid and the mark was abandoned because ETI is no longer using the mark. The mark has been replaced by the ETI SOLUTION mark.
7. EVOLUTIONARY TECHNOLOGIES -- The Sections 8 and 15 fees were not paid and the mark was abandoned because ETI is no longer using the mark. The mark has been replaced by the EVOLUTIONARY TECHNOLOGIES INTERNATIONAL mark.

REGISTERED COPYRIGHTS RESTATED FROM PREVIOUS EXHIBITS

Title of Work Registered	Nature of Authorship	Registration Number	Effective Date of Registration
<i>Restatement of EXHIBIT A-1 to the Original IP Agreement</i>			
ETI • EXTRACT® Data System Library for C/SYBASE 1.2.4	Computer Program	TX 4-258-955	02/16/99
ETI • EXTRACT® Data System Library for Cobol/File System 2.2.5	Computer Program	TX 4-258-956	02/16/99
ETI • EXTRACT® Data System Library for C/INFORMIX 1.1.3	Computer Program	TX 4-258-957	02/16/99
ETI • EXTRACT® Data System Library for C/ORACLE 1.2.6	Computer Program	TX 4-258-958	02/16/99
ETI • EXTRACT® Data System Library for C/TERADATA 1.0.6	Computer Program	TX 4-258-959	02/16/99
ETI • EXTRACT® Tool Suite -- User's Guide	Entire Text	TX 4-862-264	02/16/99
ETI • EXTRACT® Tool Suite -- Installation and Administration Guide for UNIX	Entire Text	TX 4-927-369	02/16/99
ETI • EXTRACT® Tool Suite -- Reference Manual	Entire Text	TX 4-927-441	02/16/99
ETI • EXTRACT® Tool Suite -- Installation and Administration Guide for Windows	Entire Text	TX 4-927-466	02/16/99
ETI • EXTRACT® Data System Library for C/File System 1.1.5	Computer Program	TX 4-939-868	02/16/99
ETI • EXTRACT® FX Version 4.0	Computer Program	TX 4-943-063	02/16/99
ETI • EXTRACT® Data System Library for COBOL/DB2 1.2.3	Computer Program	TX 4-943-064	02/16/99
ETI • EXTRACT® Data System Library for COBOL/IMS 2.1.6	Computer Program	TX 4-943-065	02/16/99
ETI • EXTRACT® Data System Library for SAP™ R/3™ 2.0.1	Computer Program	TX 4-943-066	02/16/99
EXTRACT® Data System Library for C/ORACLE DA 4.1.0	Computer Program	TX 5-187-175	05/05/00
ETI • EXTRACT® Data System Library for C/SqlSrv DA 4.0.0	Computer Program	TX 5-209-908	05/05/00
ETI • EXTRACT® Data System Library for COBOL/FS DA 4.1.0	Computer Program	TX 5-209-909	05/05/00
ETI • EXTRACT® Data System Library for COBOL/DB2 DA 4.1.0	Computer Program	TX 5-209-910	05/05/00
ETI Data Systems Library™ DA: Procedures	Entire Text	TX 5-215-453	05/05/00
ETI Data Systems Library™ DA: Reference	Entire Text	TX 5-215-454	05/05/00
<i>Restatement of EXHIBIT A To The Supplement</i>			
ETI•Impact Analyst™ 4.1.1	Computer Program	TX 5-380-343	05-01-2001
ETI•Meta Scheduler™ 4.0.0	Computer Program	TX 5-494-646	04-23-2001
ETI•Accelerator™ for COBOL/MQ Series 4.1.0	Computer Program	TX 5-494-647	04-23-2001
ETI•EXTRACT® Data System Library for C/DB2 DA 4.1.0	Computer Program	TX 5-381-796	05-01-2001
ETI•EXTRACT® DSL for C/DB2 DA 4.1.0 (<i>this is the alternative title to the preceding registration</i>)	Computer Program	TX 5-381-796	05-01-2001

NEWLY REGISTERED COPYRIGHTS

<i>Title</i>	<i>Nature of Authorship</i>	<i>Registration #</i>	<i>Registration Date</i>
ETI Accelerator for COBOL/MQ Series 4.2	Computer Program	TX 5-713-435	5/16/2003
ETI Accelerator for Parallel Processing 4.1	Computer Program	TX 5-713-434	5/16/2003
ETI™ Accelerator for Siebel 4.1	Computer Program	TX 5-737-817	5/15/2003
ETI™ Data System Library for C/File System 4 3 0	Computer Program	TX 5-856-649	6/24/2003
ETI•EXTRACT® Data System Library Handbook for SAP R/3 Release 2.1	Entire Text	Not received yet	
ETI Data System Library for C/ORACLE DA 4.2.1	Computer Program	Not received yet	
ETI•EXTRACT® Data System Library for SAP/R3 2.1	Computer Program	TX 5-741-332	6/6/2003
ETI•EXTRACT® Data System Library for SAP DMI 1.0	Computer Program	TXu 1-093-150	6/2/2003
ETI•EXTRACT® Data System Library Handbook for COBOL/Teradata Release 3.0	Entire Text	TX 5-738-500	5/29/2003
ETI Data System Library for C/DB2 DA 4.2	Computer Program	TX 5-738-991	5/29/2003
ETI Data System Library DA: Reference 4.2 A	Entire Text	TX 5-741-155	5/23/2003
ETI Data System Library DA: Procedures 4.2 A	Entire Text	TX 5-737-975	5/22/2003
ETI™ Data System Library for COBOL/FS DA 4.2.1	Computer Program	TX 5-736-728	5/15/2003
ETI™ Meta Scheduler for DB2 Warehouse Manager 4 2	Computer Program	TX 5-766-144	6/11/2003
ETI Meta Scheduler for DB2 Warehouse Manager Installation and User's Guide 4 2	Entire Text	TX 5-738-042	5/16/2003
ETI Meta Scheduler™ for DB2 Warehouse Manager, Installation and User's Guide 4.1	Entire Text	TX 5-738-037	5/16/2003
ETI Solution™ Quick Install Guide 5.0	Entire Text	TX 5-867-199	7/21/2003
ETI Solution™ Process Server 5.0	Computer Program	TX 5-772-093	6/24/2003
ETI Solution™ Administration Guide 5.1 A	Entire Text	TX 5-758-160	6/17/2003
ETI Solution™ Reference Manual 5 1 A	Entire Text	TX 5-766-176	7/17/2003

NEWLY REGISTERED COPYRIGHTS

<i>Title</i>	<i>Nature of Authorship</i>	<i>Registration #</i>	<i>Registration Date</i>
ETI Solution™ Quick Install Guide 5 1 0 B	Entire Text	TX 5-766-146	6/12/2003
ETI Solution™ Application Server 5 0	Computer Program	TX 5-755-374	6/6/2003
ETI Solution™ Integration Client 5.0	Computer Program	TXu 1-108-951	6/6/2003
ETI Solution™ Reference Manual 5.0	Entire Text	TX 5-741-154	5/23/2003
ETI Solution™ User's Guide 5.0	Entire Text	TX 5-740-899	5/22/2003
ETI Solution™ Administration Guide 5.0	Entire Text	TX 5-740-900	5/22/2003
ETI-EXTRACT® Tool Suite: Administration Guide 4.2	Entire Text	TX 5-758-159	6/17/2003
ETI-EXTRACT® Tool Suite: Installation Guide for Windows 4.2	Entire Text	TX 5-741-153	5/23/2003
ETI-EXTRACT® Tool Suite: User's Guide 4.2	Entire Text	TX 5-740-898	5/22/2003
ETI Impact Analyst: User's Guide 5.0	Entire Text	TX 5-746-105	5/12/2003
ETI Impact Analyst User's Guide 4.1 C	Entire Text	TX 5-746-104	5/12/2003
ETI-EXTRACT® Tool Suite: Installation Guide for UNIX 4.2	Entire Text	TX 5-736-733	5/14/2003
ETI-EXTRACT® Tool Suite: Reference Manual 4.2	Entire Text	TX 5-718-331	5/9/2003
ETI-EXTRACT® Tool Suite: Tutorials 4.2 A	Entire Text	TX 5-741-073	5/20/2003

NEWLY REGISTERED COPYRIGHTS

<i>Title of Work</i>	<i>Nature of Authorship</i>	<i>Registration #</i>	<i>Registration Date</i>
ETI Solution™ User's Guide 5.1.A	Entire Text	Not received yet	Not received yet
ETI Solution™ Tutorials 5.1.A	Entire Text	Not received yet	Not received yet
ETI Solution™ Tutorials 5.0.B	Entire Text	Not received yet	Not received yet
ETI Solution™ Application Server 5.1	Computer Program	Not received yet	Not received yet
ETI Solution™ Integration Client 5.1	Computer Program	Not received yet	Not received yet
ETI™ Impact Analyst User's Guide 5.1.A	Entire Text	Not received yet	Not received yet
ETI Solution™ Process Server 5.1	Computer Program	Not received yet	Not received yet
ETI Solution™ Conversion Compiler 5.0	Computer Program	Not received yet	Not received yet
ETI Solution™ Conversion Compiler 5.1	Computer Program	Not received yet	Not received yet
ETI Solution™ Impact Analyst 5.0	Computer Program	Not received yet	Not received yet
ETI Solution™ Impact Analyst 5.1	Computer Program	Not received yet	Not received yet
ETI Solution™ Parser-Translator 5.0	Computer Program	Not received yet	Not received yet
ETI Solution™ Parser-Translator 5.1	Computer Program	Not received yet	Not received yet
ETI Solution™ MetaStore Server 5.0	Computer Program	Not received yet	Not received yet
ETI™EXTRACT Data System Library for SAP BW 1.0	Computer Program	Not received yet	Not received yet
ETI™ Data System Library for SQL/Teradata 4.2.1	Computer Program	Not received yet	Not received yet
ETI™ Data System Library for COBOL/DB2 4.2.1	Computer Program	Not received yet	Not received yet

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Evolutionary Technologies International, Inc.** ("Assignor") in the **patented** works set forth in that certain **Amendment to Collateral Assignment, Patent Mortgage and Security Agreement** dated **June 21, 2004** executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **July 7, 2004** Reel **015541**, Frame(s) **0137**.

Dated: **April 13, 2006**

SILICON VALLEY BANK

By: *Maribel Higareda*
Name: **Maribel Higareda**
Title: **Operations Supervisor**