

Client Code: FILNTP.354A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Mercator Broadband Partners, L.P.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: eGrail, Inc.</p> <p>Internal Address:</p> <p>Street Address: 4711 Montgomery Ave.</p> <p>City: Bethesda State: Maryland</p> <p>ZIP: 20814</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>() Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>(X) Other: Consent, Waiver & Release</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>April 1, 2002</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent No.: 6,560,639</p> <p>Issue Date: May 6, 2003</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP</p> <p>2040 Main Street, 14th Floor</p> <p>Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: FILNTP.354A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Karen J. Lenker</u> Name of Person Signing</p> <p><u>Karen J. Lenker</u> Signature</p> <p><u>August 11, 2006</u> Date</p> <p>54,618 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 5</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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Application No: 09/249,061
Filing Date: Feb. 12, 1999

Consent, Waiver and Release

THIS CONSENT, WAIVER AND RELEASE, dated as of April 1, 2002 (this "*Consent*"), is given and made by and between Mercator Broadband Partners, L.P. ("*Mercator*"), and eGrail, Inc., a Delaware corporation (the "*Borrower*"), in connection with that certain Amended and Restated Secured Convertible Promissory Note and Warrant Purchase Agreement, dated as of October 10, 2001, as amended (the "*Loan Agreement*") and the related agreements, by and among the Borrower, Mercator and the other parties thereto (collectively, the "*Loan Documents*"). Terms that are capitalized but undefined herein shall have the meanings ascribed to them in the Loan Agreement.

[REDACTED]

[REDACTED]

WHEREAS, in connection with the Loan Agreement, Borrower entered into that certain Second Amended and Restated Security Agreement (the "*Security Agreement*") with Mercator, as Agent (the "*Agent*"); and

WHEREAS, pursuant to Article V, section (d) of the Security Agreement, the Borrower has covenanted that it will not, without the prior express written consent of the Agent, sell, transfer, lease or otherwise dispose of any Collateral or any interest therein (other than in the ordinary course of business); and

WHEREAS, Borrower will be entering into an Asset Purchase Agreement (the "*Purchase Agreement*") by and between the Borrower and 3565 Acquisition Corporation, a Delaware corporation (the "*Buyer*") whereby the Borrower will sell its Assets (as defined in the Purchase Agreement) to the Buyer free and clear of all liens, security interests and encumbrances in exchange for aggregate cash consideration of [REDACTED] (the "*Proposed Transaction*"); and

WHEREAS, in connection with the Proposed Transaction, the Lenders will receive a partial payment of amounts owed to them under the Amended Notes; and

WHEREAS, in order to facilitate the Proposed Transaction, the Borrower has requested that Mercator waive the requirements of Section 6.4 of the Loan Agreement and consent to the Proposed Transaction in accordance with Article V, section (d) of the Security Agreement; and

WHEREAS, in order to facilitate the Proposed Transaction, the Agent does hereby confirm, as set forth below, that effective immediately prior to the consummation of the

Proposed Transaction, it is releasing and discharging its entire right, title and interest in and to any and all Assets being sold to Buyer pursuant to the Purchase Agreement.

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

1. Mercator, in its capacity as a Lender and the Agent, hereby waives the restrictive covenants set forth in Section 6.4 of the Loan Agreement and Article V, section (d) of the Security Agreement and expressly consents to the Proposed Transaction and the transfer of the Assets to Buyer pursuant to the Purchase Agreement. Further, Mercator, in its capacity as a Lender and the Agent, hereby waives any other terms or conditions of the Loan Documents that would otherwise prevent or impair the ability of the Borrower to enter into the Proposed Transaction and transfer the Assets to Buyer pursuant to the Purchase Agreement, *provided, however, that Mercator does not waive any existing Event of Default.*

2. Without limiting the generality of the foregoing, Mercator, in its capacity as Agent, hereby irrevocably and unconditionally releases and discharges all liens and security interests in, and any and all right, title and interest that Agent may have in or to, the Assets being transferred to Buyer pursuant to the Purchase Agreement.

3. Mercator, in its capacity as Lender and the Agent, confirms its understanding of the Borrower's intention to enter into the Proposed Transaction.

4. Except as expressly consented to or waived by this Consent, the Loan Documents shall continue to be, and shall remain, unaltered and in full force and effect in accordance with their terms and the Borrower hereby confirms all of the provisions of the Loan Documents. No consent or waiver contained herein shall be deemed to operate as a future consent, waiver or modification of the provisions of the Loan Documents or as a waiver or modification of any other term, condition or covenant of the Loan Documents.

5. This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

* * *

{Signatures on following page.}

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Joe Payne

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IN WITNESS WHEREOF, the Borrower and Mercator have caused this Consent to be executed by a proper corporate officer thereunto duly authorized as of the day and year first above written.

BORROWER:

EGBRAH/INC

By: Name: JOSEPH P. PAYNETitle: CEO**SECURED LENDER:**

MERCATOR BROADBAND PARTNERS, L.P.

By: Mercator Management, L.L.C.

Its: General Partner

By: _____

Name: _____

Title: _____

AGENT:

MERCATOR BROADBAND PARTNERS, L.P.

By: Mercator Management, L.L.C.

Its: General Partner

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the Borrower and Mercator have caused this
Consent to be executed by a proper corporate officer thereunto duly authorized as of
the day and year first above written.

BORROWER:**EGRAIL, INC**

By: _____
Name: _____
Title: _____

SECURED LENDER:**MERCATOR BROADBAND
PARTNERS, L.P.**

By: Mercator Management, L.L.C.
Its: General Partner

By: [Signature]
Name: ALBERT HARRIS
Title: MEMBER

AGENT:**MERCATOR BROADBAND
PARTNERS, L.P., as Agent for the
Lenders**

By: Mercator Management, L.L.C.
Its: General Partner

By: [Signature]
Name: ALBERT HARRIS
Title: MEMBER