PATENT ASSIGNMENT

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Silicon Valley Bank	04/10/2007

RECEIVING PARTY DATA

Name:	Hays Financial Consulting, LLC
Street Address:	3343 Peachtree Road
Internal Address:	Atlanta Financial Center, Suite 200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11000574
Patent Number:	6986148
Application Number:	60631697

CORRESPONDENCE DATA

Fax Number: (703)773-5200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-773-4002
Email: margaret.filipowicz@dlapiper.com
Correspondent Name: Lisa K Norton
Address Line 1: P.O. Box 9271
Address Line 4: Reston, VIRGINIA 20195

ATTORNEY DOCKET NUMBER:	365102-1
NAME OF SUBMITTER:	Lisa K. Norton

Total Attachments: 4

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RELEASE

THIS RELEASE ("Release") is made and entered into this 10th day of April, 2007, by and between Silicon Valley Bank ("Creditor") and Hays Financial Consulting, LLC ("Assignee").

WHEREAS, Creditor asserts that it holds a properly perfected secured lien on certain of the assets (the "Assets") of AppForge, Inc. ("AppForge") to secure indebtedness and/or certain obligations of AppForge to Creditor (the "Claim"); and

WHEREAS, AppForge executed a Deed of Assignment for the Benefit of Creditors on March 15, 2007, which assigned all of the Assets to the Assignee pursuant to Georgia law; and

WHEREAS, Creditor previously entered into a Guaranty dated February 21, 2007 (the "Guaranty") and a Collateral Assignment dated February 21, 2007 (the "Collateral Assignment"), with certain holders of convertible promissory notes issued by AppForge (the "Guarantors"), whereby the Guarantors provided Creditor with a guaranty of certain of AppForge's obligations and assigned their security interest in AppForge's intellectual property to Creditor; and

WHEREAS, Assignee intends to enter into an agreement to sell certain of the Assets which are encumbered by Creditor's lien to Oracle Systems Corporation ("Oracle"); and

WHEREAS, in consideration and payment of $875,000 (the "Payoff Amount"), Creditor has agreed to release its security interest, encumbrance, lien or other claim on all of the Assets, including without limitation and any and all interests in and/or claims to the proceeds of such Assets, including those proceeds arising from the disposition of such Assets by Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged subject to the satisfaction of the Conditions Precedent (as defined below) it is agreed by and between Creditor and the Assignee as follows:

Waiver and Release:

Creditor hereby agrees for itself and each of its subsidiaries, parents, affiliates, predecessors, successors, assigns, agents and, representatives (collectively, the "Creditor Entities" and each, individually, a "Creditor Entity"), that each Creditor Entity hereby acquits, satisfies and forever discharges each of Assignee, AppForge, Gregory Hays, DLA Piper US LLP, the Guarantors, Oracle and each of their respective subsidiaries, parents, affiliates, predecessors, successors, agents, assigns, representatives, officers, directors, servants, employees, partners and stockholders (collectively, the "Assignee Released Entities"), if any, of and from any and all actions, causes of action, suits, debts, demands, accounts, covenants, damages, judgments, and claims whatsoever, at law or in equity, known or unknown, which any Creditor Entity had, now has, or hereafter may have against the Assignee Released Entities upon or by reason of any matter, cause, or thing arising out of or in any way related to the Claim.

Assignee hereby agrees for himself and AppForge and each of their respective subsidiaries, parents, affiliates, predecessors, successors, assigns, agents and, representatives

1

(collectively, the "Assignee Entities" and each, individually, a "Assignee Entity"), that each Assignee Entity hereby acquits, satisfies and forever discharges each of the Creditor Entities and each of their respective, officers, directors, servants, employees, partners and stockholders (collectively, the "SVB Released Entities"), if any, of and from any and all actions, causes of action, suits, debts, demands, accounts, covenants, damages, judgments, and claims whatsoever, at law or in equity, known or unknown, which any Assignee Entity had, now has, or hereafter may have against the SVB Released Entities upon or by reason of any matter, cause, or thing arising out of or in any way related to the Claim or AppForge.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release entered into by the parties voluntarily and is not based on any representations or statements of any kind made by either of the parties, or by any person or entity acting or purporting to act on behalf of either of the parties, as to the merits, legal liability, or value of any and all claims of the Creditor Entities or any other matters related thereto. The subsequent discovery of facts by any Creditor Entity or any Assignee Entity, whether or not existing on the date of this Release and whether material or not, shall have no effect on the validity of this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that upon satisfaction of the Conditions Precedent the Creditor shall (a) execute and deliver to [Oracle] an authorization to file Uniform Commercial Code termination statements in the form of Exhibit A attached hereto; and (b) upon the request of Appforge, the Assignee or Oracle, and at such parties sole cost and expense, execute and deliver any Uniform Commercial Code termination statements, mortgage releases, re-assignments of trademarks, discharges of security interests, releases of liens on vehicle titles, title releases, and other similar discharge or assignment documents in recordable form that are prepared by Appforge, the Assignee or Oracle and that are reasonably necessary to release, the financing statements and all other notices of security interests and liens previously filed, recorded or registered by the Creditor Entities with respect to the Claim and the Collateral Assignment.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall become effective immediately upon the completion and satisfaction of the following conditions ("Conditions Precedent") by no later than 4:00 p.m. Eastern Time April 10, 2007: (i) the receipt by the Creditor of the Payoff Amount which funds shall be paid directly to the Creditor by wire transfer to Silicon Valley Bank,: Account Number: 1100168551; ABA: 121140399 Reference: Appforge, Inc; and (ii) receipt by the parties of a fully executed copy of this release.

IT IS FURTHER UNDERSTOOD AND AGREED that:

(a)   This Release in all respects shall be governed by the laws of the State of Georgia;

(b)   If any part of this Release is deemed to be invalid in any court of law, the remaining provisions of this Release shall be in full force and effect and may be enforced in accordance with the provisions thereof;

(c)   This Release represents and constitutes the entirety of all agreements and

2

understandings of the parties, supersedes all prior agreements and understanding, if any, whether written or oral, express or implied, and may not be modified except as may be set forth in writing executed by the parties;

(d) This Release was jointly negotiated by the parties and shall not be construed by a court of law against any party as the drafter thereof;

(e) This Release shall be executed as promptly as possible in two (2) copies, either one of which shall be considered an original;
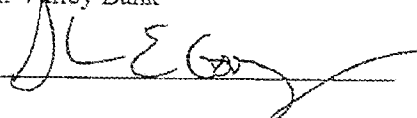
(f) Creditor and Assignee each represent that it has full and complete authority and the necessary approval to enter into and perform this Release in accordance with its terms.

3

IN WITNESS WHEREOF, the parties have caused its duly authorized officers and representatives to execute this Release as follows:

This _____ day of April, 2007.

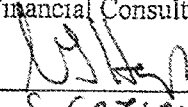<div style="margin-left:50%;">

CREDITOR:

Silicon Valley Bank

By: _____

Name: _Shawn E. Goozman_____

Title: _Senior Vice President_____

ASSIGNEE:

Hayes Financial Consulting, LLC

By: _____

Name : _S. GREGORY HAJI_____

Title: _MANAGING PRINCIPAL____

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