

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	MERGER																														
EFFECTIVE DATE:	09/09/2011																														
CONVEYING PARTY DATA																															
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Motia, Inc.</td><td>09/09/2011</td></tr></table>		Name	Execution Date	Motia, Inc.	09/09/2011																										
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<table border="1"><tr><td>Name:</td><td>RENDA TRUST</td></tr><tr><td>Street Address:</td><td>5918 Stoneridge Mall Road</td></tr><tr><td>City:</td><td>Pleasanton</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94588</td></tr></table>		Name:	RENDA TRUST	Street Address:	5918 Stoneridge Mall Road	City:	Pleasanton	State/Country:	CALIFORNIA	Postal Code:	94588																				
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PATENT

501658070

REEL: 026906 FRAME: 0001

OP \$560.00 11627149

CORRESPONDENCE DATA

Fax Number: (650)853-1038

Phone: 650 752-3100

Email: Patentsv@goodwinprocter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Goodwin Procter LLP

Address Line 1: 135 Commonwealth Drive

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:

MOTIA/REND A

NAME OF SUBMITTER:

David Xue

Total Attachments: 7

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TRANSFER STATEMENT PURSUANT TO SECTION 9619 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE

This Transfer Statement is dated as of September 9, 2011 and is executed by Larree Renda, in her capacity as trustee of the RENDA TRUST dated October 3, 1991 ("Renda Trust") pursuant to and in accordance with Section 9619 of the California Uniform Commercial Code, with reference to the following:

1. Secured Party. Renda Trust, the Secured Party, is the holder of that certain Amended and Restated Secured Promissory Note, by Motia, Inc. ("Motia"), in favor of Frank Renda ("Payee"), in original principal amount of up to \$2,025,000 (the "Note"). Pursuant to that certain Assignment, dated February 2, 2010, between Francis J. Renda and Larree M. Renda and Francis J. Renda and Larree M. Renda, as Trustee of the RENDA TRUST dated October 3, 1991, Payee assigned all Payee's assets to the Renda Trust. Included in such transfer was Payee's interest under the Note.
2. Collateral. The Note also constituted an authenticated security agreement pursuant to which, as security for payment and performance of the Note, Motia granted to Payee a security interest in all of Motia's right, title, interest, claim and estate in and to certain personal property now owned or hereafter acquired by Motia pursuant to the Note and more specifically identified on Exhibit "A" attached hereto (the "Collateral"). All terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Note. Payee's security interest was perfected by the filing of a Uniform Commercial Code financing statement with the Secretary of State of the State of Delaware.
3. Debtor's Default. As of July 13, 2008, Motia was in default on the payment of interest and principal due on the Note. As a result of such default, one or more "Events of Default" existed under the Note. The existence of such Events of Default entitled Renda Trust, as successor in interest to Payee, *inter alia*, to exercise any and all rights and remedies available under the Note and/or under applicable law in respect of such Event of Default.
4. Exercise By Secured Party Of Post-Default Remedies. Renda Trust exercised its remedies in respect of the Collateral as follows. By letter dated July 22, 2011, Renda Trust duly notified Motia, pursuant to and in strict accordance with Section 9620 of the California Uniform Commercial Code, of (a) the election by Renda Trust under Section 9620 of the California Uniform Commercial Code to retain the Collateral in full satisfaction of the Note, and (b) Motia's right to object to such retention of the Collateral in satisfaction within 20 days thereafter. A copy of this letter is attached hereto as Exhibit "B". No objection of any type or nature was ever received by Motia, whether from Motia or any of the other persons to whom notice of such election under Section 9620 of the UCC was given.
5. Renda Trust Has Acquired The Rights Of Motia In The Collateral. Renda Trust has acquired all right, title, interest, claim and estate heretofore held by Motia in the Collateral. As a result, Renda Trust is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Renda Trust by Section 9619(b) of the California Uniform Commercial Code.
6. Name And Mailing Address Of Motia And Renda Trust.

(a) The name and mailing address of Motia is as follows:

Motia, Inc.
c/o Brian Ebert
212 W. Bellevue Avenue
San Mateo, CA 94402

(b) The name and mailing addresses of Renda Trust (who is the transferee hereunder) is as follows:

Larree M. Renda, as Trustee of the RENDA TRUST dated October 3, 1991
5918 Stoneridge Mall Road
Pleasanton, CA 94588


(c) *with a copy to*

Thomas F. Fitzpatrick
Goodwin Procter LLP
135 Commonwealth Drive
Menlo Park, CA 94025

IN WITNESS WHEREOF, Larree Renda, in her capacity as trustee for Renda Trust has executed this Transfer Settlement as of the date first written above.

Sincerely yours,

REDA TRUST dated October 3, 1991

By: 
Name: Larree M. Renda
Title: Trustee

cc: Daniel Glosband, Esq.

Exhibit A

Collateral

Collateral shall mean and include (i) any and all right, title and interest in and to any and all patent applications filed and any and all patents granted to Motia including but not limited to , Application No. 11627149, Publication No. US20070178862; Application No. 10752796, Patent No. 6977621; Application No. 10016233, Patent No. 7123876; Application No. 10752803, Patent No. 7202832; Application No. 11009098, Patent No. 7212116; Application No. 10752797, Patent No. 7227508; Application No. 11001911, Patent No. 7257425; Application No. 10993732, Patent No. 7262732; Application No. 11352187, Patent No. 7702000; Application No. 10732003, Patent No. 7260370; Application No. 10752794, Patent No. 7391381; Application No. 10695932, Publication No. US20050096058; Application No. 12537258, Publication No. US20110032972; Application No. 11237439; Patent No. 7702304, as well as each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and in and to each and every reissue or extensions of any of said patents; (ii) all merchandise, inventory and goods and all additions, substitutions and replacements thereof, wherever located, together with all, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same, in all stages of production, and all products and proceeds of all stages of whatever sort, including specifically all "inventory" as such term is defined in the California Uniform Commercial Code, now or hereafter owned by Motia; (iii) all machinery, furniture, computers and equipment, now or hereafter owned by Motia, including, but not limited to, all equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by Motia and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, spare and replacement parts, related computer software, maintenance and repair supplies, instructional manuals, warranties, and equipment and accessories installed thereon or affixed thereto; (iv) all accounts receivable, other receivables, book debts, and other forms of obligations (other than forms of obligations evidenced by chattel paper), whether arising out of goods sold or services rendered by it or from any other transaction (including any such obligations) that may be characterized as an account or contract right under the California Commercial Code); all of Motia's rights in, to, and under all purchase orders or receipts for goods or services; all of Motia's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation, and stoppage in transit, and rights to returned, reclaimed or repossessed goods); all money due or to become due Motia under all purchase orders and contracts for the sale of goods or the performance of services, or both, by Motia, or in connection with any other transaction (whether or not yet earned by performance by Motia), including the right to receive the proceeds of those purchase orders and contracts; all collateral security and guaranties of any kind given by any other Motia with respect to any of the foregoing; and all contract rights and other customer obligations for the payment of money arising out of the Motia's sale of goods or rendering of services, now existing or hereafter arising; (v) all software (source code and object code), trademarks, trademark applications, copyrights, patents, patent applications, contract rights, inventions, trade secrets and all general intangible assets of Motia now or hereafter existing; and (vi) all proceeds and products of the foregoing.

Exhibit B

Proposal to Accept Collateral in Full Satisfaction

(see attached)

July 22, 2011

VIA FEDEX

Motia, Inc.
433 Airport Blvd. Ste 432/426
Burlingame, CA 94010

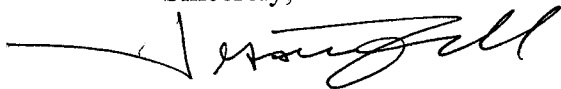
Re: Default and Enforcement of Security Interest

Dear Motia, Inc.,

Motia, Inc. ("Motia") is the maker of several promissory notes to Frank Renda. Those notes, which are all in default, have been transferred to the Renda Trust. The Renda Trust is exercising its rights after default pursuant to the Uniform Commercial Code, as adopted and in effect in California ("UCC").

I refer you to the enclosed Proposal To Accept Collateral In Full Satisfaction which the Renda Trust is making pursuant to Section 9-620 of the UCC. Should you have any questions, you may contact me or Daniel Glosband, whose telephone number is set forth in the Proposal.

Sincerely,



Jessica M. Gill

cc: Motia, Inc.
c/o Brian Ebert
212 W Bellevue Avenue
San Mateo, CA 94402

Larree M. Renda, Trustee

Daniel M. Glosband, Esq.

PROPOSAL TO ACCEPT COLLATERAL IN FULL SATISFACTION

DATE: July 22, 2011

TO: Motia, Inc.
433 Airport Blvd. Ste 432/426
Burlingame, CA 94010

CC: Motia, Inc.
c/o Brian Ebert
212 W Bellevue Avenue
San Mateo, CA 94402

FROM: Larree M. Renda, as Trustee of the RENDA TRUST dated October 3, 1991
c/o Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: Daniel Glosband
Fax: (617) 523-1231

Reference is made to the Amended and Restated Secured Promissory Note, by Motia, Inc. ("Motia") in favor of Frank Renda (the "Payee"), in original principal amount of up to \$2,025,000 (the "Note"; all capitalized terms used herein and not otherwise defined have the meaning given such terms in the Note).¹ The full amount of principal contemplated under the Note was advanced to Motia. The maturity date of the Note was June 13, 2008 (the "Maturity Date"). No principal payments were made by Motia with respect to the Note either before or after the Maturity Date. All principal plus accrued interest owing under the Note remains and is due and owing to Payee.

Pursuant to that certain Assignment, dated February 2, 2010, between Francis J. Renda and Larree M. Renda and Francis J. Renda and Larree M. Renda, as Trustee of the RENDA TRUST dated October 3, 1999 (the "Holder"), Payee assigned all Payee's assets to the Holder. Included in such transfer was Payee's interest under the Note.

As a consequence of Motia's failure to pay in full at maturity the amounts owing under the Note, the Note is due and payable, entitling Holder to exercise its remedies under the Note.

¹ We refer also (i) the Amended and Restated Secured Promissory Note, by Motia, Inc. in favor of Frank Renda, in original principal amount of up to \$1,200,000, maturity date June 13, 2008 (ii) the Amended and Restated Secured Promissory Note, by Motia, Inc. in favor of Frank Renda, in original principal amount of up to \$1,200,000, maturity date June 30, 2009 and (iii) the Secured Promissory Note, dated as of June 13, 2006, by Motia Acquisition Corporation in favor of Frank Renda, in original principal amount of up to \$975,000, maturity date June 13, 2008 (together with items (i) and (ii), each an "Other Note" and collectively, the "Other Notes"). Each of the Other Notes has matured. Principal and accrued interest under each of the Other Notes remains due and owing. The Holder reserves all rights to pursue its remedies with respect to each of the Other Notes.

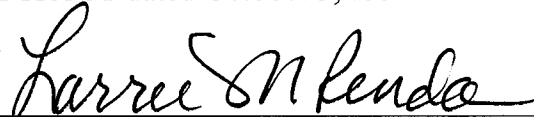
Pursuant to Section 5 of the Note, Motia granted to Payee, as security for the performance of Motia's obligations under the Note, a security interest in and to the Collateral, as defined in Attachment 1 to the Note. The security interest in favor of Payee has been perfected.

The Trustee, on behalf of the Holder and as successor in interest to Payee as secured party, pursuant to the terms of the Note and Section 9-620 of the Uniform Commercial Code as adopted and in effect in the State of California, hereby unconditionally offers to accept in full satisfaction of the obligations of Motia under the Note all Collateral, including without limitation software (source code and object code), trademarks, trademark applications, copyrights, patents, patent applications, contract rights, inventions and trade secrets (as described in clause (iv) of Attachment 1 to the Note) owned by Motia. If such proposal is affirmatively accepted by Motia or if Motia is deemed to have consented to such proposal, Motia will no longer be obligated for the outstanding obligations under the Note. Such obligations will not, however, be satisfied or discharged with respect to any Other Note and the Motia shall remain liable for such outstanding obligations. **THIS OFFER TO ACCEPT THE PLEDGED INTERESTS IN FULL SATISFACTION OF THE OBLIGATIONS OF MOTIA UNDER THE NOTE IS ONLY AN OFFER FOR THE FULL SATISFACTION OF HOLDINGS' OBLIGATIONS UNDER THE NOTE.**

The offer to accept the Pledged Interests in full satisfaction of the obligations of Motia under the Note shall expire at 11:59 p.m. on August 11, 2011. If we do not receive, at the address listed above, notification of objection to our proposal authenticated by Motia within twenty (20) days from the date this proposal was sent, Motia shall be deemed to have consented to such proposal under Section 9-620(c) of the Uniform Commercial Code of the State of California.

RENDA TRUST dated October 3, 1991

By:



Name: Larree M. Renda

Title: Trustee