

05-18-1998

FORM PTO-158
Rev. 6-93

MB No. 0851-0311 (Rev. 1/94)

MAY 04 1998



100713272

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

5-9-98

1. Name of conveying party(ies):

Montex Property Management, Inc.

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

3. Nature of conveyance:

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

Execution Date: 3/6/98

2. Name and address of receiving party(ies)

Name: CardXX

Internal Address: N/A

Street Address: 701 Automation Drive

City: Windsor State: CO ZIP: 80550

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)

B. Patent No.(s)

08/925, 593 filed 09/08/97

Additional numbers attached? Yes No

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

Name: Michael E. Lindsay, Esq.

Internal Address: N/A

Street Address: 1700 Lincoln Street

Suite 1800

City: Denver State: CO ZIP: 80203

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

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.

KEITH M. POCKROSS

ATTORNEY IN FACT

Signature

Date

3

05/15/1998 SSMITH 00000055 08925393

Total number of pages including cover sheet, attachments, and document:

01 FC:581

40.00 All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 9185 FRAME: 0568

**TERMINATION OF
SECURITY AGREEMENT**

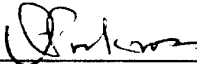
This Termination of Security Agreement is made and entered into by Montex Property Management, Inc., a Texas corporation ("Montex"), and CardXX, LLC, a Colorado limited liability company ("CardXX"), with respect to the following:

1. The Security Agreement dated June 12, 1997 pursuant to which CardXX granted to Montex a security interest in the property described in Exhibit "A" attached hereto (the "Collateral"), has been terminated effective as of March 6, 1998, which is the date of full payment and satisfaction of all obligations secured thereby.

2. Montex hereby releases and extinguishes all liens, security interests and all other right, title and interest of Montex in and to the Collateral.

Dated this 17TH day of April, 1998, effective as of March 6, 1998.

**Montex Property Management, Inc.,
a Texas corporation**

By: 
Name: KEITH M. POCKROSS
Title: ATTORNEY-IN-FACT

**CardXX, LLC,
a Colorado limited liability company**


By: 
James H. Andersen, Manager

EXHIBIT A TO SECURITY AGREEMENT

DATED: May __, 1997

Description of Collateral:

All accounts, chattel paper, documents, instruments, general intangibles, goods and all other tangible and intangible personal property now owned or hereafter acquired by Debtor including but not limited to accounts receivable, inventory, equipment, fixtures, tenant improvements, raw materials, work in process, finished goods, any and all inventions, processes, systems, techniques, procedures and trade secrets used by Debtor in its business or in its products. The Collateral includes without limitation Debtor's interest in equipment under lease but is subject to the respective lessor's interest under each such lease. The Collateral also includes, without limitation, all of the following and all rights (as licensee or as licensor) under licenses relating thereto:

(i) All technology, methods, inventions, improvements, discoveries, concepts and ideas (whether or not patentable) in any technological area, including without limitation, trade secrets, processes, products, systems, formulas, apparatus, techniques, know-how, instructions, procedures, marketing plans, data, improvements and strategies.

(ii) All patents, copyrights, trademarks, service marks, trade names, and other marks and names and all rights and applications relating thereto.

(iii) All lists of customers, prospective customers, suppliers or prospective suppliers and the technical requirements of customers.

(iv) All software, algorithms, processes, data bases, technology, trade secrets and know-how.

(v) All documentation, product literature, sales literature, listings, diagrams, flow charts, manuals, technical notes, memoranda, records, notebooks, and all other physical manifestations of the Collateral and all copies or reproductions thereof, whether on cards, disk, diskette, tape, hard copy or other form.

The Collateral includes all of the foregoing now owned or hereafter acquired or developed by Debtor, all improvements, modifications, substitutions, products and replacements thereof and all proceeds and royalties derived therefrom.