| Form <b>PTO-1595 REC</b> U2 - (Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)   | 01-2002   | U.S. DEPARTMENT OF COMMER<br>U.S. Patent and Trademark C       |
|--|---|--|
| $\underline{\text{Tab settings}} \Rightarrow \Rightarrow \Rightarrow \mathbf{V} \qquad \mathbf{V}$   | 967386  |  |
|  | 1   | inal documents or copy thereof.                                |
| 1. Name of conveying party(ies):   |   | s of receiving party(ies)                                      |
| FINOVA MEZZANINE CAPITAL INC.  | Name: <u>MyTech C</u>   |  |
| 11.13.01   | Internal Address:   | NO'/   |
| <b>4</b> *   |   | NO :   |
| Additional name(s) of conveying party(ies) attached? La Yes Va No  |   |  |
| 3. Nature of conveyance:   |   |  |
| 🖵 Assignment 🖓 Merger  | Street Address: 706 Brentwood Street  |  |
| 🕞 Security Agreement 🛛 🖓 Change of Name  |   |  |
| Cother   |   |  |
|  | Citv <sup>.</sup> Austin  | State: Texas Zip: 7875   |
| E II D I November 9, 2001  |   |  |
| Execution Date: November 8, 2001   | Additional name(s) & a  | ddress(es) attached? 🖵 Yes 🤷 N                                 |
| <ol><li>Application number(s) or patent number(s):</li></ol>   |   |  |
| If this document is being filed together with a new app  | 1   |  |
| A. Patent Application No.(s)   | B. Patent No.(s)  | 5,640,143  |
|  | -   |  |
| Additional numbers a   | attached? 🛄 Yes 🔽 No  |  |
| 5. Name and address of party to whom correspondence  | 6. Total number of ap   | plications and patents involved:                               |
| concerning document should be mailed:  | 7 Total fee (37 CEP   | 3.41)\$_40.00  |
| Name: James J. Murphy  |   |  |
| Internal Address: Winstead Sechrest & Minick P.C.  | Enclosed  |  |
|  | Authorized to   | be charged to deposit account                                  |
|  |   |  |
|  | 8. Deposit account n  | umber:   |
| P.O. Box 50784   |   |  |
| Street Address:  |   | 23-2426  |
| 1201 Main Street   |   |  |
| City:Dallas State: Texas Zip: 75250-0784   | (Attach duplicate copy  | of this page if paying by deposit accour                       |
| Ony  |   |  |
|  | SE THIS SPACE   |  |
|  |   |  |
| 0. Statement and signature   |   | correct and any attached conv                                  |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing   | g information is true and   | correct and any attached copy                                  |
| <ol> <li>Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing<br/>is a true copy of the original document.</li> </ol>   | g information is true and   |  |
| <ul> <li>9. Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing is a true copy of the original document.</li> <li>James J. Murphy</li> </ul>   | g information is true and<br><b>ng / Munghy</b><br>Signature  | correct and any attached copy<br><b>Mar. 13, 200 (</b><br>Date |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing<br>is a true copy of the original document.<br>James J. Murphy<br>Name of Person Signing  | Signature   | <b><u>7 Inv. 13, 200 j</u><br/>Date</b>                        |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing<br>is a true copy of the original document.<br>James J. Murphy<br>Name of Person Signing<br>Total number of pages including co<br>Mail documents to be recorded w                                       | Signature<br>Signature  | <b>107. 13, 200,</b><br>Date                                   |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing<br>is a true copy of the original document.<br>James J. Murphy<br>Name of Person Signing<br>Total number of pages including co<br>Mail documents to be recorded w<br>Commissioner of Patents<br>Washing | Signature   | <b>100. 13, 200</b><br>Date                                    |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing<br>is a true copy of the original document.<br>James J. Murphy<br>Name of Person Signing<br>Total number of pages including co<br>Mail documents to be recorded w<br>Commissioner of Patents            | Signature<br>Signature<br>over sheet, attachments, and<br>with required cover sheet inform<br>& Trademarks, Box Assignments | <b>100. 13, 200</b><br>Date                                    |
| 9. Statement and signature.<br>To the best of my knowledge and belief, the foregoing<br>is a true copy of the original document.<br>James J. Murphy<br>Name of Person Signing<br>Total number of pages including co<br>Mail documents to be recorded w<br>Commissioner of Patents<br>Washing | Signature<br>Signature<br>over sheet, attachments, and<br>with required cover sheet inform<br>& Trademarks, Box Assignments | <b>100. 13, 200</b><br>Date                                    |

## **RELEASE OF SECURITY INTEREST**

November THIS RELEASE OF SECURITY INTEREST (this "<u>Release</u>") is executed this \_\_\_\_\_ day of October, 2001, by Finova Mezzanine Capital Inc. (by change of name from Sirrom Capital Corporation), a Tenessee corporation, ("Finova"), and has reference to the following facts:

WHEREAS, MyTech Corporation ("Borrower") and Finova executed that certain Trademark and Patent Security Agreement dated September 12, 1997 ("Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Finova was granted a security interest in all of Borrower's interest in the collateral more specifically described on Exhibit A attached hereto ("Patent Collateral), which Security Agreement was filed with the United States Patent and Trademark Office on October 6, 1997, and recorded on Reel/Frame 008744/0678; and

WHEREAS, Finova has received consideration for a full and complete release of security interest in and liens on the Patent Collateral, and now wishes to release such security interest and liens:

NOW THEREFORE, Finova represents and agrees as follows:

Finova hereby releases, cancels and terminates all of its right, title and interest in 1 and to the Patent Collateral, including its security interest in and liens on the Patent Collateral and all other rights with respect to the Patent Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Patent Collateral to Borrower.

Finova represents that it has not exercised any of the rights with respect to the 2. Patent Collateral available to it under the Security Agreement. Finova represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Patent Collateral, and that it has not practiced or sublicensed any of the Patent Collateral.

Without limiting the generality of the foregoing, this Release is intended to and 3. shall forever terminate and reconvey the irrevocable rights in the Patent Collateral conveyed to Finova.

Finova agrees that hereafter it will not take any action with respect to the Patent 4. Collateral.

Error! Unknown document property name.

IN WITNESS WHEREOF, Finova has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

FINOVA MEZZANINE CAPITAL INC.

By:

Name: MYLES A. MACDONALD

Title: MANAGING DIRECTOR

state of Tennessel county of <u>Davidson</u>

On the <u>St</u> day of <del>October</del>, 2001, before me personally came <u>Myles A. MacDorald</u> to me known, who, being by me duly sworn, did depose and say that he or she is the <u>Maraging Director</u> of Finova Mezzanine Capital Inc., the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

§

§

Votary Public

My commission expires:

[SEAL]

## EXHIBIT A

## Patent Collateral

Patent Number

Issued

<u>Title</u>

5,640,143

June 17, 1997

Occupancy Sensor and Method of Operating Same

DALLAS\_1\3551818\2 10/12/2001 - 21074-9