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05-15-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Science Applications International Corporation

2. Name and address of receiving party(ies)

Name: Conita Technologies, Inc.

Internal Address: _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other To Terminate Security Interest

Street Address: 1200 Main Street, Suite 900

City: Columbia State: SC Zip: 29201

Execution Date: 5/1/2002

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) 09/519,075;

09/519,486; 09/519,234; 09/519,217

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas A. Brumgardt

Internal Address: Nelson Mullins Riley &
Scarborough, L.L.P.

Street Address: Keenan Building, Third Floor

1330 Lady Street

City: Columbia State: SC Zip: 29211

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

50-1196

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Brumgardt

Name of Person Signing

Signature

May 6, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

PATENT
REEL: 012883 FRAME: 0022

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is made as of this 30th day of April 2002 by and between Conita Technologies, Inc. ("Conita") and Science Applications International Corporation ("SAIC").

WHEREAS, Conita and SAIC are parties to that certain Value Added Reseller Agreement, dated as of November 16, 2000, as amended from time to time (the "VAR Agreement");

WHEREAS, in connection with the VAR Agreement, the parties entered into that certain Pledge Agreement, dated as of February 16, 2001 (the "Pledge Agreement"), pursuant to which Conita granted SAIC a security interest in and lien on certain Collateral (as this term is defined in the Pledge Agreement), and the parties filed Notices of Recordation of Assignment with the United States Department of Commerce, Patent and Trademark Office on March 28, 2001; and

WHEREAS, SAIC now desire to release its security interest in and lien on the assets of Conita and terminate such filings;

NOW, THEREFORE, in consideration of the foregoing and the agreement set forth herein, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

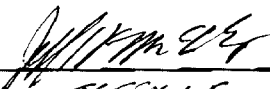
1. Release. SAIC hereby forever releases and terminates any and all security interests or other lien rights (whether statutory, expressly created, arising in tort or otherwise) in and to any and all assets of Conita, including (but not limited to) (i) the Collateral and (ii) assets described in any and all previous filings made with the United States Department of Commerce, Patent and Trademark Office, including (but not limited to) the Notices of Recordation of Assignments listed in Exhibit I hereto.
2. SAIC Acknowledgement. SAIC hereby acknowledges and agrees that Conita may make any and all necessary filings with the appropriate governmental agencies in order to terminate any and all filings previously made in connection with the security interests or other lien rights referenced above. SAIC hereby further acknowledges that, other than as explicitly set forth in the Pledge Agreement, SAIC has no security interest or lien right in or to any asset of Conita as of the date of this Release Agreement.
3. Asset Sale. Promptly following the date hereof, Conita will consummate the transactions contemplated by the Agreement for the Purchase and Sale of Assets, dated as of May 2, 2002, by and between Conita and Avaya Inc. (the "Purchase Agreement"). SAIC's obligations hereunder are subject to, and conditioned upon, the consummation of the Closing (as defined in the Purchase Agreement) and, if the Closing Date (as defined in the Purchase Agreement) does not occur by May 7, 2002, this Agreement will automatically terminate and

be of no further force or effect. This Agreement is also conditioned upon all parties hereto executing this Agreement.

4. Further Assurances. The parties hereto shall cooperate with each other and execute and deliver, or cause to be executed and delivered, all such additional instruments and take all such other actions as may reasonably be requested from time to time in order to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

By: 
Name: JEFFREY F. MELINA
Title: PASSIDENT + CEO

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

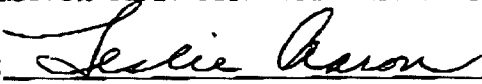
By: 
Name: Leslie Aaron
Title: Vice President for Administration and Procurement Manager

EXHIBIT I to RELEASE AGREEMENT

NOTICES OF RECORDATION OF ASSIGNMENTS

Notice of Recordation of Assignment Document Reel/Frame No. 011652/0124 filed with the United States Department of Commerce Patent and Trademark Office on March 28, 2001, by Science Applications International Corporation.

Notice of Recordation of Assignment Document Reel/Frame No. 002267/0728 filed with the United States Department of Commerce Patent and Trademark Office on March 28, 2001, by Science Applications International Corporation.

UCC-3

STATE OF SOUTH CAROLINA FILING FEES:

\$ 8.00 - Each filing

\$10.00 - More than two (2) pages

\$20.00 - Public Finance Transaction

\$20.00 - Manufactured Home Transaction

For each additional Debtor more than two (2), add \$2.00 for each additional debtor.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Conita Technologies, Inc.
1200 Main Street, Suite 900
Columbia, SC 29201

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

010313-1448059 C

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Conita Technologies, Inc.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID# (Organizations)

UCC-3
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

TERMINATED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Science Applications International Corporation

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — SC SECRETARY OF STATE'S OFFICE (FORM UCC3) (7/1/2001)

RECORDED: 05/07/2002

PATENT
REEL: 012883 FRAME: 0027