

10-16-2002



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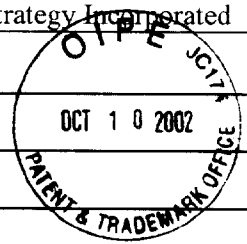
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To the Honorable 102250894

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Foothill Capital Corporation
10-10-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: MicroStrategy Incorporated
Internal Address: _____
Street Address: 1861 International Drive
City: McLean State: VA ZIP: 22102
Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
Execution Date: October 7, 2002

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) 6154766
B. Patent No.(s) See Attachment "A"
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lewis E. Lamb III
Internal Address: Hunton & Williams
Street Address: 1900 K Street, NW
City: Washington State: DC ZIP: 20007

6. Total number of applications and patents involved: 7
7. Total fee (37 CFR 3.41) \$ 280.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0206
(Attach duplicate copy of this page if paying by deposit account)

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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.
Lewis E. Lamb III [Signature] Oct 10, 2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 6

10/16/2002 LNUELLER 00000233 500206 6154766
01 FC:0021 280.00 CH

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

SCHEDULE "A"

| PATENT NO. | PATENT TITLE | INVENTORS | FILING DATE |
|---------------------------|--|--|--------------------|
| U.S. Patent No. 6,154,766 | System and Method for Automatic transmission of Personalized OLAP Report Output | Kyle Yost Peter Wilding Robert Trenkamp Michael Saylor | June 30, 1999 |
| U.S. Patent No. 6,173,310 | System and Method for Automatic transmission of On-Line Analytical Processing System Report Output | Kyle Yost Robert Trenkamp Peter Wilding Michael Saylor | June 30, 1999 |
| U.S. Patent No. 6,260,050 | System and Method for Adaptable Automatic Output of OLAP Reports to Output Devices | Kyle Yost Robert Trenkamp Peter Wilding Michael Saylor | June 30, 1999 |
| U.S. Patent No. 6,263,051 | System and Method for Voice Service Bureau | Michael Zirngibl Anurag Patnaik Sean Tsai Hannes Eberle Wolf Mosle Alberto Santa Ana Michael J. Saylor | December 7, 1999 |
| U.S. Patent No. 6,269,393 | System and Method for Automatic transmission of OLAP Report | Kyle Yost Peter Wilding Robert Trenkamp Michael Saylor | June 19, 2000 |
| U.S. Patent No. 6,279,033 | System and method for asynchronous control of report generation using a network interface | Damon Smith Lee Harold Ali Alavi Inbaraja Selvarajan | May 28, 1999 |
| U.S. Patent No. 6,400,265 | System And Method For Monitoring Security Systems By Using Video Images | Jean Paul Martin Allison Slavin Michael J. Saylor | April 24, 2001 |

CONSENT TO RELEASE OF SECURITY INTEREST

THIS CONSENT TO RELEASE OF SECURITY INTEREST ("hereinafter "Release"), is executed this the 1th day of October, 2002 by Foothill Capital Corporation, a California corporation, as Secured Party ("hereinafter "Foothill") in favor of MicroStrategy Incorporated, a Delaware corporation; MicroStrategy Services Corporation, a Delaware corporation; MicroStrategy Management Corporation, a Delaware corporation, MicroStrategy Capital Corporation, a Delaware corporation, MicroStrategy Administration Corporation, a Delaware corporation, Strategy.com Incorporated, a Delaware corporation, MicroStrategy Canada Incorporated, an Ontario corporation, and Aventine, Incorporated, a Delaware corporation (hereinafter collectively the "MicroStrategy Companies").

WHEREAS Foothill had previously extended to MicroStrategy Services Corporation a loan and a line of credit secured by, *inter alia*, the general intangibles of the MicroStrategy Companies;

WHEREAS, the terms and conditions of all agreements related to such loan and line of credit have been fully satisfied and all obligations of the MicroStrategy Companies in connection therewith have been wholly fulfilled or extinguished;

WHEREAS, Foothill now wishes to release the security interest in the general intangibles of the MicroStrategy Companies effective *nunc pro tunc* July 29, 2002;

WHEREAS, the parties hereto desire to evidence in the public records that the security interest in the general intangibles of the MicroStrategy Companies has become null and void and of no further force or effect on the parties;

WHEREAS, accordingly, this Release is executed in connection with: (i) that certain Loan and Security Agreement dated February 9, 2001, entered into by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (ii) that certain Amendment Number One To Loan and Security Agreement dated May 15, 2001 by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (iii) that certain Amended and Restated Loan and Security Agreement dated June 14, 2001 by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (iv) that certain Consent and Amendment Number One to Amended and Restated Loan and Security Agreement dated August 29, 2001 by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (v) that certain Waiver, Consent and Agreement dated December 31, 2001, entered into by and between MicroStrategy Incorporated, MicroStrategy Services Corporation, Strategy.com, Incorporated, and MicroStrategy Capital Corporation as parties in the first part and Foothill Capital Corporation, as party in the second part; (vi) that certain Amendment Number Two to Amended and Restated Loan and Security Agreement dated February 28, 2002 by and between MicroStrategy Incorporated and MicroStrategy Services

February 28, 2002 by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (vii) that certain Amendment Number Three to Amended and Restated Loan and Security Agreement dated April 26, 2002, by and between MicroStrategy Incorporated and MicroStrategy Services Corporation as Borrower, and Foothill Capital Corporation, as Lender; (viii) that certain Copyright Security Agreement, dated February 9, 2001, entered into by and between MicroStrategy Incorporated as Debtor and Foothill Capital Corporation as Secured Party; (ix) that certain Patent Security Agreement, dated February 9, 2001 entered into by and between MicroStrategy Incorporated as Debtor and Foothill Capital Corporation as Secured Party; (x) that certain Patent Security Agreement, dated December 31, 2001 entered into by and between MicroStrategy Incorporated as Debtor and Foothill Capital Corporation as Secured Party; (xi) that certain Trademark Security Agreement dated February 9, 2001 entered into by and between MicroStrategy Incorporated as Debtor and Foothill Capital Corporation as Secured Party; (xii) that certain Amendment Number One to Trademark Security Agreement dated December 31, 2001 entered into by and between MicroStrategy Incorporated and Strategy.com, Incorporated, collectively as Debtors, and Foothill Capital Corporation, as Secured Party; and (xiii) any other agreement(s) entered into by any of the MicroStrategy Companies as Debtor(s), Borrower(s), Guarantor(s) or similar capacity and Foothill Capital Corporation as Lender, Secured Party, Lender or similar capacity in connection with the transactions referenced herein (hereinafter collectively the "Agreements"). Under the Agreements, Foothill took a security interest in certain patents, trademarks, copyrights, trade secrets and other intellectual property (hereinafter the "Security Interest").

NOW THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **Release.** Foothill does hereby release the Security Interest and all proprietary interest Foothill holds in the assets or interests of MicroStrategy Incorporated, a Delaware corporation; MicroStrategy Services Corporation, a Delaware corporation; MicroStrategy Management Corporation, a Delaware corporation, MicroStrategy Capital Corporation, a Delaware corporation, MicroStrategy Administration Corporation, a Delaware corporation, Strategy.com Incorporated, a Delaware corporation, MicroStrategy Canada Incorporated, an Ontario corporation, and Aventine, Incorporated, a Delaware corporation pursuant to the Agreements and more particularly does hereby release the Security Interest in the patents, trademarks, copyrights, trade secrets and other intellectual property listed at Schedule A hereto obtained under the Agreements.

2. **Fees.** Any filing fees which may be required by the Patent and Trademark Office shall be the sole responsibility of MicroStrategy Incorporated.

3. **Further Assurances.** Each party shall execute all documents and instruments and shall take or to cause to be taken all actions which are necessary or appropriate to complete the transactions contemplated by this Release.

FOOTHILL CAPITAL CORPORATION

By: *Greg Gentry*
Name: GREG GENTRY
Title: VICE PRESIDENT

Dated: ~~September~~ October 7, 2002.

COMMONWEALTH/STATE OF Georgia)
CITY/COUNTY OF Fulton)ss.
)

The foregoing instrument was acknowledged before me on this 7th day of October, 2002, by *Greg Gentry*, on behalf of Foothill Capital Corporation.

NOTARY PUBLIC *Joseph A. Massaroni*

My Commission Expires: 8/21/06
[SEAL]

