

10-21-2002

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To the Honorable Commissioner of Patents :

1. Name of conveying party(ies):

Foothill Capital Corporation

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

3. Nature of conveyance:

M2D 10/15/02

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

Execution Date: October 7, 2002

hed original documents or copy thereof.  
s 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

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)

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: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

- ☐ 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)

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.*

Lewis E. Lamb III  
Name of Person Signing

[Signature]  
Signature

Oct. 15, 2002  
Date

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

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

01 FC:8021

40.00 CH

**SCHEDULE "A"**

APPLICATION NO.	APPLICATION TITLE	INVENTORS	FILING DATE
10/166,044	Technique For Limiting Access To The Resources Of A System	Ben Li, Jeffrey Bedell, Luis Orozco, Ram Ramachandran, Jun Yuan, Ramprasad Polana, Wayne Li	June 11, 2002

## CONSENT TO RELEASE OF SECURITY INTEREST

**THIS CONSENT TO RELEASE OF SECURITY INTEREST** ("hereinafter "Release"), is executed this the 7th 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: October 7, 2002.  
~~September~~

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

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of October, 2002, by *Robert Serunian*, on behalf of Foothill Capital Corporation.

NOTARY PUBLIC *Joseph A. Massaroni*  
My Commission Expires: 8/21/06  
[SEAL]

