

102394055

1. Name of conveying party(ies):  
Berg & Berg Enterprises, LLC  
Huntington Technology Fund L.P. 3-17-03

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: Termination, Release and Reassignment  
of Security Agreement

Execution Date: March 3, 2003

2. Name and address of receiving party(ies):

Name: Gyration, Inc.

Internal Address: Building C

Street Address: 12930 Saratoga Avenue

City: Saratoga

State: CA Zip: 95070

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):

5,138,154

Additional numbers attached? ☒ Yes ☒ No

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

Name: Albert C. Smith, Esq.  
Internal Address: Fenwick & West LLP  
Street Address: Silicon Valley Center  
801 California Street  
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [ 1 ]

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

☒ Check Enclosed

☐ Fee Transmittal Enclosed

☐ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

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.*

Albert C. Smith, Reg. No. 20,355

Name of Person Signing

*Albert C. Smith*  
Signature

3/11/03  
Date

03/10/2003 LHMELLER 00000171 5138154

01 FC:0021

Total number of pages including cover sheet, attachments, documents: [ 12 ]

40.00 DP

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

Case Docket No.: 18388-01473

19012/00026/DOCS/1333581.1

PATENT  
REEL: 013845 FRAME: 0689

**EXHIBIT A**

**Copyrights**

**NONE**

**EXHIBIT B****Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Application Date</u>
Gyroscopic Pointer and Method	5,898,421	April 27, 1999
Electronic Pointing Apparatus and Method	5,825,350	October 20, 1998
Optically Sensed Wire Gyroscope Apparatus and System and Methods for Manufacture and Cursor Control	5,594,169	January 14, 1997
Gyroscopic Pointer	5,440,326	August 8, 1995
Shaft Angle Encoder with Rotating Off-Axis Interference Pattern	5,138,154	August 11, 1992
Vibrating Rate Gyroscope and Methods of Assembly and Operation	5,698,784	December 16, 1997
Design for Graphic Display Controller	Design Patent 378,751	April 8, 1997

## **EXHIBIT C**

### **Trademarks**

<b><u>Description</u></b>	<b>Registration/ Application <u>Number</u></b>	<b>Registration Application <u>Date</u></b>
GYRATION	76,364,909	January 31, 2002
GYROPOINT	1,794,145	July 5, 1994
GYROENGINE	1,842,813	September 21, 1993

TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTEREST

This Termination, Release and Reassignment of Security Interest (this "**Release**"), dated as of March 03, 2003, is executed by BERG & BERG ENTERPRISES, LLC, a California limited liability company ("**Berg**"), as an agent for itself and for each of the other parties described on Schedule 1 attached hereto, (collectively, "**Secured Parties**") and HUNTINGTON TECHNOLOGY FUND L.P., a California limited partnership ("**Huntington**") as agent for itself and for each of the other Secured Parties, in favor of GYRATION, INC., a California corporation (the "**Company**"). Berg and Huntington are hereinafter collectively referred to as the "**Agent**." (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in (i) the Security Agreement dated as of August 12, 2002 (the "**Security Agreement**") by and between the Company and the Agent, as agent for itself and for each of the other Secured Parties, and (ii) the Intellectual Property Security Agreement dated as of August 12, 2002 (the "**IP Security Agreement**") by and between the Company and the Agent, as agent for itself and for each of the other Secured Parties.

A. Pursuant to the terms of the Security Agreement, the Company granted the Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Company's right, title and interest in, to and under the items of personal property listed on Schedule 2 hereto (all of which being referred to herein collectively as the "**Collateral**") and defined in the Security Agreement.

B. Pursuant to the terms of the IP Security Agreement, the Company granted the Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Company's right, title and interest in and to all Copyrights, Patents, Patent Licenses, Trademarks, Trademark Licenses and Trade Secrets ("**Intellectual Property**") listed on Exhibits A, B, and C hereto (collectively the "**Intellectual Property Collateral**") including without limitation, all Proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

C. On August 19, 2002, the Agent, as agent for itself and for each of the other Secured Parties, recorded a Grant of Security Interest ("**IP Assignment**") with the United States Patent and Trademark Office, as document No. 102194501, at Reel 013193, Frame 0007.

D. The Obligations of the Company pursuant to which the Security Agreement and IP Security Agreement were entered into, have been paid in full and fully performed. The Agent, as agent for itself and for each of the other Secured Parties, has delivered to the Company, at the Company's sole cost and expense, such documents that the Company has reasonably requested to evidence such termination, in each case in accordance with the provisions of the Security Agreement and the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agent, as agent for itself and for each of the other Secured Parties, hereby releases, terminates and discharges all of its right, title and interest in, to or under the Collateral and Intellectual Property Collateral (including but not limited to the security interest granted to the Agent by the Security Agreement, the IP Security Agreement and the IP Assignment). Any right, title and interest of the Agent in, to and under the Collateral and Intellectual Property Collateral shall hereby cease and become void, and the IP Assignment shall hereby terminate.

2. The Agent, as agent for itself and for each of the other Secured Parties, hereby agrees to execute such instruments and to take such other actions as the Company shall reasonably request to terminate any security interest in the Collateral and in the Intellectual Property Collateral pursuant to the Security Agreement, the IP Security Agreement and IP Assignment, and otherwise to effectuate the release of the Collateral and Intellectual Property Collateral from the lien of such security interest.

3. The Agent, as agent for itself and for each of the other Secured Parties, acknowledges and agrees that the Company and its successors and assigns may rely upon this Release, and the Agent further consents to the issuance to the Company by the Commissioner of Patents and Trademarks of Certificates of Registration as evidence of ownership by the Company of the Intellectual Property listed on Exhibits A, B, and C hereto, and the recordation of a copy hereof in the United States Patent and Trademark Office and elsewhere as may be necessary or desirable to give full effect hereto.

4. The Agent's address is:

Berg & Berg Enterprises, LLC  
10050 Bandlely Drive  
Cupertino, CA 95014  
Attn: Carl Berg

Huntington Technology Fund, L.P.  
19700 Fairchild Road  
Irvine, CA 92612  
Attention: Scott Burri

The Company's address is:

Gyration, Inc.  
12930 Saratoga Avenue  
Building C  
Saratoga, CA 95070  
Attention: Thomas J. Quinn

## **SCHEDULE 1**

### **Secured Parties**

**Name/Address**

**Loan Amount**

Berg & Berg Enterprises, LLC  
10050 Bandlely Drive  
Cupertino, CA 95014

**\$1,250,000.00**

Huntington Technology Fund, L.P.  
19700 Fairchild Road, Suite 290  
Irvine, CA 92612

**\$750,000.00**

New York Life Insurance Company  
51 Madison Avenue  
New York, N.Y. 10010

**\$500,000.00**

## **SCHEDULE 2**

### **Personal Property**

1. all Accounts;
2. all Cash;
3. all Chattel Paper;
4. all Commercial Tort Claims;
5. all Contracts;
6. all Copyrights;
7. all Deposit Accounts;
8. all Documents;
9. all Electronic Chattel Paper;
10. all Equipment;
11. all Fixtures;
12. all General Intangibles;
13. all Goods;
14. all Instruments;
15. all Inventory;
16. all Letter-of-Credit Rights;
17. all Patents;
18. all Patent Licenses;
19. all Payment Intangibles;
20. all Securities to the extent such Securities constitute proceeds of any other items included in the Collateral;

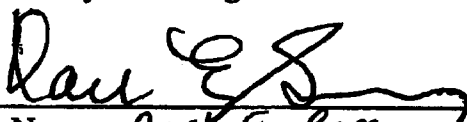


21. all Software;
22. all Supporting Obligations;
23. all Tangible Chattel Paper;
24. all Trade Secrets;
25. all Trademark Licenses;
26. all other goods of Debtor whether tangible or intangible or whether now owned or hereafter acquired by Debtor and wherever located; and
27. all Proceeds and Non-Cash Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, to the extent not otherwise included.

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

**AGENT:**

**BERG & BERG ENTERPRISES, LLC**  
a California limited liability company, for itself as a  
Secured Party and as Agent for each Secured Party

By:   
Name: Carl E. Berg  
Title: Managing Member

**HUNTINGTON TECHNOLOGY FUND, L.P.**  
a California limited liability company, for itself as a  
Secured Party and as Agent for each Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTIES:**

**NEW YORK LIFE INSURANCE COMPANY,**  
a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

**AGENT:**

**BERG & BERG ENTERPRISES, LLC**

a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HUNTINGTON TECHNOLOGY FUND, L.P.**

a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By:   A H B    
Name:   Scott Burri    
Title:   General Partner  

**SECURED PARTIES:**

**NEW YORK LIFE INSURANCE COMPANY,**  
a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

19012/00026/DOCS/1329467.2

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

**AGENT:**

**BERG & BERG ENTERPRISES, LLC**  
a California limited liability company, for itself as a  
Secured Party and as Agent for each Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HUNTINGTON TECHNOLOGY FUND, L.P.**  
a California limited liability company, for itself as a  
Secured Party and as Agent for each Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTIES:**

**NEW YORK LIFE INSURANCE COMPANY,**  
a New York corporation  
By: NYLCAP Manager LLC, its Investment  
Manager

By: \_\_\_\_\_  
Name: James M. Barker IV  
Title: Vice President

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