

Form PTO-1595 (Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

PATENTS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):

Silicon Valley Bank
Documentation Group HG 150
3003 Tasman Drive
Santa Clara, CA 95054

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

3. Nature of conveyance:

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

Execution Date: October 1, 2003

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

Seurat Company
5718 Central Avenue
Boulder, CO 80302

Additional name(s) of conveying party(ies) 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). 09/809,332, filed 03/14/01 B. Patent No(s).

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

Elizabeth M. DeMinico
Paralegal-Patent Prosecution
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/766-8321

6. Total number of applications and patents involved: 01

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

- ☐ Enclosed
☒ Authorized to charge to deposit account

8. Deposit Account number: 06-0029

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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.

Elizabeth M. DeMinico
Paralegal-Patent Prosecution
Name of person signing

Elizabeth M. DeMinico
Signature

October 10, 2003
Date

Atty Docket No.: 55554-235824

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
P. O. Mail Stop 1450, Alexandria, VA 22313-1450

M2:20575724.01(Faegre & Benson 9/28/00)

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PATENT
REEL: 014044 FRAME: 0947

CH \$40.00 060029 09809332

Continuation of Information to Recordation Form Cover Sheet Patents Only

Item 2

Additional names of receiving parties:

XOR, Inc.
5766 Central Avenue
Boulder, CO 80302

and/or

Rapid Insights, Inc.
5766 Central Avenue
Boulder, CO 80302

TERMINATION OF SECURITY INTEREST

This Termination of Security Interest is dated October 1, 2003, executed by Silicon Valley Bank (the "Secured Party"), releasing all security interests of the Secured Party in the Intellectual Property Collateral (defined below) owned by Seurat Company, a Delaware corporation; XOR, Inc., a Delaware corporation; and Rapid Insights, Inc., a Delaware corporation (collectively, the "Debtors").

Recitals

WHEREAS, the Debtors granted the Secured Party a security interest in the Intellectual Property Collateral (the "Security Interest") as evidenced by the Security Agreement between the Debtors and Secured Party dated May 24, 2002 and recorded in the United States Patent and Trademark Office on June 17, 2002 at Reel 2530, Frames 0742 and 0790; and a security agreement dated May 24, 2002 and recorded in the United States Patent and Trademark Office on June 17, 2002 at reel/frame: 013009/0388 (collectively the "Security Agreement");

WHEREAS, Debtors have agreed to sell substantially all their assets including the Intellectual Property Collateral and, as a result, Debtors desire termination of the Secured Party's Security Interest; and

WHEREAS, provided and contingent upon the closing of the above-described sale by October 1, 2003, the Secured Party is willing to terminate its Security Interest;

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

1. Definitions.

"Intellectual Property Collateral" means all of the Debtors' right, title and interest in and to all registered and unregistered trademarks, service marks, collective membership marks, the respective goodwill associated with each, renewals thereof, and licenses thereunder; and patents and pending patent applications. The Intellectual Property Collateral shall include, without limitation, the following federally registered marks and patent applications:

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application/ Registration Date</u>
OPEN CONTENT	76/358,709	2,733,556	July 1, 2003
SEURAT	76/114,589	2,643,921	October 29, 2002
SEURAT	76/114,591	2,643,922	October 29, 2002
VISIONPORT	76/077,981	2,593,719	July 16, 2002
VISIONPORT	76/269,867	2,520,209	December 18, 2001
XOR	76/077,982	2,613,987	September 3, 2002
XOR	76/269,868	2,651,461	November 19, 2002
XOR & Design	76/077,983	2,613,988	September 3, 2002
X (Stylized)	76/077,984	(application)	June 26, 2000

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>
US	09/809,332	3/14/01	Algorithm for prioritization of event datum in generic asynchronous telemetric streams

REDACTED

WO	PCT/US02/18069	6/7/02	System and method for monitoring key performance indicators in a business
WO	PCT/US02/07211	3/8/02	Algorithm for prioritization of event datum in generic asynchronous telemetric streams

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Intellectual Property Collateral.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest to be duly executed on the date listed above.

SILICON VALLEY BANK

By 

Name C. DIANE LEMAY

Its SENIOR VICE PRESIDENT

STATE OF California
COUNTY OF Los Angeles ^{SS.}

On this 15th day of October, before me personally appeared C. Diane Lemay known to me to be the person described in and who executed the foregoing instrument as Sr. Vice President of Silicon Valley Bank and acknowledged that he executed the same as a free act and deed.

M2:20572957.03

