

FORM PTO-1595
(Rev. 03/01)
OMB No. 0861-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET PATENTS ONLY

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

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

<p>1. Name of conveying party(ies):</p> <p><u>Lanza Techventure, as Collateral Agent</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Termination of Security Interest in Patents</u></p> <p>Execution Date: <u>April 15, 2004</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>iReady Corporation</u></p> <p>Internal Address: _____</p> <p>_____</p> <p>Street Address: <u>2933 Bunker Hill Lane</u></p> <p><u>Suite 202</u></p> <p>City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95054</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p>	
<p>A. Patent Application No.(s):</p> <p><u>SEE ATTACHED</u></p>	<p>B. Patent No.(s):</p> <p><u>SEE ATTACHED</u></p>
<p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Nancy Bouch, Senior Paralegal</u></p> <p>Internal Address: <u>Wilson Sonsini Goodrich & Rosati</u></p> <p><u>FH 2-1 P10</u></p> <p>Street Address: <u>650 Page Mill Road</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>	<p>6. Total number of applications and patents involved: <u>19</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>760.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>23-2415</u> (Ref. # <u>25535.026</u>)</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature.</p> <p><i>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.</i></p>		
<p><u>Nancy Bouch</u></p> <p>Name of Person Signing</p>	 <p>Signature</p>	<p><u>04/23/2004</u></p> <p>Date</p>

Total number of pages including cover sheet, attachments, and document: 11

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

CH \$760.00 232415 10093340

RECORDATION FORM COVER SHEET – PATENTS ONLY

4. Application numbers or patent numbers:

A. Application Nos.

10/093,340

09/886,167

09/321,902

09/470,479

10/049,972

09/965,952

10/470,365

10/131,118

10/456,871

10/742,358

10/741,978

10/741,972

10/741,128

10/742,352

10/741,681

10/783,766

10/783,345

B. Patent Nos.

6034963

6330659

**TERMINATION
OF
SECURITY INTEREST IN PATENTS**

This Termination of Security Interest in Patents (the "Termination") is executed on behalf of Lanza TechVentures, as Collateral Agent (the "Collateral Agent"), in favor of iReady Corporation, a Delaware corporation (the "Debtor"), and is effective as of April 15, 2004.

R E C I T A L S

A. Debtor and the Secured Party entered into a certain Security Agreement, dated as of March 11, 2004 (the "Security Agreement").

B. The Grant of Security Interest in Patents, relating to the Security Agreement, was filed with the Patent and Trademark Office on March 15, 2004, at Reel/Frame 014428/0212.

C. Debtor has repaid all amounts due under the Security Agreement.

The Secured Party therefore expressly terminates its security interest in the Collateral, including without limitation, the patents and patent applications listed on Schedule 1-A and 1-B attached hereto.

IN WITNESS WHEREOF, this Termination is executed as of the date first above written.

**LANZA TECHVENTURES,
AS COLLATERAL AGENT**

By: _____ /s/ Lucio Lanza _____

Name: Lucio Lanza

Title: Founder

**SCHEDULE 1-A TO
TERMINATION OF SECURITY INTEREST IN PATENTS**

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Hardware Accelerator for an Object-Orientated Programming Language	12/11/01	6,330,659
Multiple Network Protocol Encoder	3/7/00	6,034,963

**SCHEDULE I-B TO
TERMINATION OF SECURITY INTEREST IN
PATENT APPLICATIONS**

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Multiple Network Encoder/Decoder and Data Processor	3/6/02	10/093,340
Hardware Accelerator for an Object-Oriented Programming Language	6/20/01	09/886,167
TCP/IP/PPP Modem	5/28/99	09/321,902
TCP/IP/PPP Modem	12/22/99	09/470,479
Internet Jack	8/16/00	10/049,972
Internet Modem Streaming Socket Method	9/27/01	09/965,952
Communications Processor	1/25/02	10/470,365
Giga Byte Ethernet Adapter	4/23/02	10/131,118
Gigabit Ethernet Adapter Supporting the ISCSI	6/5/03	10/456,871
Connection Management System and Method for a Transport Offload Engine	12/19/03	10/742,358

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Retransmission System and Method for a Transport Offload Engine	12/19/03	10/741,978
Integrated Policy Checking System and Method	12/19/03	10/741,972
Sequence Tagging System and Method For Transport Offload Engine Data Lists	12/19/03	10/741,128
System and Method for Using Metadata in the Context of a Transport Offload Engine	12/19/03	10/742,352
System and Method for Receiving iSCSI Protocol Data Units	12/19/03	10/741,681
System and Method for Insertion of Markers Into a Data Stream	02/20/04	10/783,766
System and Method for Generating 128-bit Cyclic Redundancy Check Values with 32-bit Granularity	02/20/04	10/783,345

**ACKNOWLEDGEMENT AND CONSENT
(MARCH 2004 NOTEHOLDER)**

THIS ACKNOWLEDGEMENT AND CONSENT (the "Acknowledgement") is being executed and delivered by Lanza TechVentures Mgmt., LLC (the "Lender"), to and for the benefit of the following persons and entities (the "Beneficiaries"): IREADY CORPORATION, a Delaware corporation ("iReady"), NVIDIA CORPORATION, a Delaware corporation (the "Purchaser"), and the current and future stockholders, directors, officers and affiliates of the respective Beneficiaries.

RECITALS

A. The Lender is a lender of funds to iReady pursuant to that certain: (i) Note Purchase Agreement dated March 11, 2004 by and among iReady and the persons and entities listed on the Schedule of Investors attached thereto as Schedule I; (ii) Convertible Subordinated Secured Promissory Note dated March 2004; and (iii) Security Agreement dated March 11, 2004 by iReady in favor of the Collateral Agent (as defined therein, the "Collateral Agent") on behalf of the Investors listed on the signature pages thereof under which such indebtedness is secured against Collateral as defined in such agreements (the "Collateral"), and certain related agreements and documents (collectively, the "Loan Documents").

B. iReady and the Purchaser intend to enter into an Asset Purchase Agreement, in substantially the form attached hereto as Exhibit A, which, together with certain related agreements, contemplate the consummation of certain transactions (the "Contemplated Transactions"), including, among other transactions, the purchase by the Purchaser of certain intellectual property and other assets of iReady (the "Transferred Assets") and, in connection therewith, the hiring by the Purchaser of certain employees of iReady.

C. Concurrently with entering into the Asset Purchase Agreement, iReady and the Purchaser also intend to enter into a Note Purchase Agreement, in substantially the form attached hereto as Exhibit B (the "Note Purchase Agreement"), in connection with the Contemplated Transactions, wherein Purchaser shall loan iReady, from time to time, up to an aggregate approximate amount of \$550,000 to be represented by unsecured promissory notes issued by iReady (the "Bridge Loan").

D. Upon completion of the Contemplated Transactions, iReady intends to: (i) liquidate its remaining assets and properties; (ii) distribute the proceeds from the Contemplated Transactions, along with the proceeds from the sale of its remaining assets and properties, in accordance with a plan of dissolution and complete liquidation to be approved by its board of directors and stockholders, in substantially the form attached hereto as Exhibit C (the "Plan") and in the anticipated amounts set forth in the Information Statement provided to the Lender; and (iii) voluntarily dissolve and wind up its affairs in accordance with Section 275 of the Delaware General Corporation Law (clauses "(i)" - "(iii)" collectively, the "Dissolution").

E. The Lender will benefit from the Contemplated Transactions.

F. iReady has requested that the Lender, among other things: (i) release any security interests that may have been granted to the Lender or the Collateral Agent, with respect to the Collateral or any other Transferred Assets; (ii) consent to the Contemplated Transactions; (iii) consent to the Bridge Loan; (iv) consent to the Dissolution; and (v) consent to the termination of the

Loan Agreements upon completion of the sale of the Transferred Assets to the Purchaser, and the Lender desires to do so on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender, intending to be legally bound, hereby represents, warrants and agrees as follows:

1. The Lender hereby agrees to enter into (a) the Escrow Agreement ("Escrow Agreement") by and among the Purchaser; iReady; National Semiconductor Corporation, a Delaware corporation ("NSC"); the Persons identified on Exhibit A thereto; and Zions First National Bank, a national banking association ("Zions"), in substantially the form attached hereto as Exhibit D; and (b) the Specific Indemnity Escrow Agreement (the "Specific Escrow Agreement" and together with the Escrow Agreement, the "Escrow Agreements") by and among the Purchaser; iReady; the Persons identified on Exhibit A thereto; and Zions, in substantially the form attached hereto as Exhibit E. Lender's signature to this Acknowledgment shall serve as the Lender's signatures to the Escrow Agreements, and the Lender shall thereby be deemed a "Bridge Lender" under the Escrow Agreement and a "Specified Person" under the Specific Escrow Agreement.

2. The Lender is willing to accept, and iReady shall pay or cause to be paid to the Lender, that portion of the "Pay-off Amount in Escrow" (as designated below the Lender's name on the signature page, which amount shall be placed in escrow pursuant to the Escrow Agreements) that is not distributed to the Purchaser pursuant to the Escrow Agreements and to which the Lender is entitled as described in Exhibit B to the Escrow Agreement or Exhibit A to the Specific Escrow Agreement (the "Remaining Escrow Amount"), in respect of all amounts due and payable to the Lender under the Loan Documents. The parties each agree that the Remaining Escrow Amount shall be distributed to the Lender in accordance with the terms of the Escrow Agreements.

3. Upon completion of the sale of the Transferred Assets to the Purchaser:

(a) all indebtedness and other obligations of iReady to the Lender under or in respect of the Loan Documents shall be paid and discharged in full;

(b) the Lender promptly shall release, or shall consent to, support and approve instructions to any Collateral Agent to release, any and all security interests that may have been granted to the Lender (and the Lender promptly shall release any other liens that the Lender may have), or such Collateral Agent, with respect to the Collateral or any other Transferred Assets; and

(c) the Lender shall deliver, or shall consent to, support and approve instructions to any Collateral Agent to deliver, the following to iReady: (i) UCC termination statements, duly executed by the Lender, or such Collateral Agent, and in a form suitable for filing in all jurisdictions where the Lender, or such Collateral Agent, has filed UCC financing statements against iReady with respect to the Collateral or any other Transferred Assets; and (ii) such other releases, discharges, termination statements and similar documents as may be reasonably requested by iReady or the Purchaser in connection with the release of any security interest granted to the Lender, or such Collateral Agent, (or any other lien that the Lender, or such Collateral Agent, may have) with respect to the Collateral or any other Transferred Assets (including, if appropriate, releases, duly executed by the Lender, or such Collateral Agent, and in a form suitable for recording with the appropriate federal recording

offices of any security interest or lien in the patents, trademarks, copyrights and other intellectual property rights included in the Collateral or any other Transferred Assets).

4. The Lender hereby acknowledges that any Collateral Agent may rely upon this Acknowledgment as authorization to take the actions described in Section 2 on behalf of the Lender.

5. The Lender hereby unconditionally and irrevocably: (a) consents to each of the Contemplated Transactions; (b) consents to the Bridge Loan; (c) consents to iReady's use of proceeds under the Note Purchase Agreement and iReady's cash for the Designated Purpose (as defined in the Note Purchase Agreement); (d) consents to the Dissolution; (e) waives any right that it may have (under fraudulent transfer laws or otherwise) to object to, challenge, exercise any remedy in connection with or recover or share in any recovery in connection with any of the Contemplated Transactions; and (f) waives any right that it may have to receive notice any specified period of time prior to the consummation of the Contemplated Transactions.

6. It is the Lender's understanding that iReady anticipates making no distributions to its stockholders under the Plan and that, should available assets of iReady be larger than that anticipated by the Plan, iReady will make distributions to NSC up to any amount deducted from the escrow amount pursuant to the Escrow Agreement that would have been payable to NSC, then to the holders of Convertible Subordinated Secured Promissory Notes issued pursuant to Note Purchase Agreements dated February 28, 2003 and November 14, 2003 on a pro rata basis based on principal amount of the notes, then to its creditors as determined by iReady's officers and directors to be in the best interests of iReady and its creditors.

7. In connection with the Contemplated Transactions (and notwithstanding any survival clause or other provision in the Loan Documents), effective upon the consummation of the sale of the Transferred Assets to the Purchaser, the Loan Documents shall terminate and be of no further force or effect, and neither iReady nor the Lender shall have any liability or obligation thereunder or with respect thereto.

8. This Acknowledgement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

lanza techVentures

FAX NO. : 8503225309

Apr. 14 2004 12:13PM P1

Dated this 15th day of April, 2004.

LENDER (BRIDGE NOTE HOLDER):

LANZA TECHVENTURES MGMT. LLC

By: [Signature]
Name: Eduardo Lanza
Title: Founder

"Pay-off Amount" in Escrow: \$24,323

[Consent - March 2004 Note]

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