

FORM PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (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.

1. Name of conveying party(ies):

Telos Venture Partners II, L.P., as Collateral Agent

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 in Patents

Execution Date: April 15, 2004

2. Name and address of receiving party(ies)

Name: iReady Corporation

Internal Address: _____

Street Address: 2933 Bunker Hill Lane

Suite 202

City: Santa Clara State: CA Zip: 95054

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):

SEE ATTACHED

B. Patent No.(s):

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: Nancy Bouch, Senior Paralegal

Internal Address: Wilson Sonsini Goodrich & Rosati

FH 2-1 P10

Street Address: 650 Page Mill Road

City: Palo Alto State: CA Zip: 94304

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

23-2415 (Ref. # 25535.026)

(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.

Nancy Bouch

Name of Person Signing

Nancy Bouch

Signature

04/23/2004

Date

Total number of pages including cover sheet, attachments, and document: 10

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

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04/23/2004 10:04:00 232416 10093340 1 DOC(1837)

PATENT
REEL: 014556 FRAME: 0326

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

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 Telos Venture Partners II, L.P., as Collateral Agent and Lender (the "Collateral Agent" and "Lender"), in favor of iReady Corporation, a Delaware corporation (the "Debtor"), and is effective as of April 15, 2004.

RECITALS

A. Debtor and the Secured Party entered into a certain Security Agreement, dated as of November 14, 2003 (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 November 18, 2003, at Reel/Frame 014128/0994.

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.

**TELOS VENTURE PARTNERS II, L.P.,
AS COLLATERAL AGENT**

**BY: TELOS MANAGEMENT, LLC
GENERAL PARTNER**

By: /s/ Bruce R. Burbon

Name: Bruce R. Burbon

Title: Managing Member

**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 |

**ACKNOWLEDGEMENT AND CONSENT
(2003 NOTEHOLDER)**

THIS ACKNOWLEDGEMENT AND CONSENT (the "Acknowledgement") is being executed and delivered by Telos Venture Partners (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. (i) Note Purchase Agreement dated February 28, 2003 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 February 28, 2003, as amended on October 24, 2003, November 14, 2003 and March 11, 2004; (iii) Security Agreement—Delaware dated February 28, 2003 by iReady in favor of Collateral Agent (as defined therein) on behalf of the Investors listed on the signature pages thereof, as amended on October 24, 2003, November 14, 2003 and March 11, 2004; (iv) Security Agreement—California dated February 28, 2003 by iReady in favor of Collateral Agent (as defined therein) on behalf of the Investors listed on the signature pages thereof, as amended on October 24, 2003, November 14, 2003 and March 11, 2004; (v) Guaranty Agreement dated as of February 28, 2003, by iReady-California in favor of each of the Investors (as defined therein); and/or
- II. (i) Note Purchase Agreement dated November 14, 2003 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 November or December 2003, as amended on March 11, 2004; (iii) Security Agreement dated November 14, 2003 by iReady in favor of the Collateral Agent (as defined therein) on behalf of the Investors listed on the signature pages thereof, as amended on March 11, 2004; and (iv) Grant of Security Interest in Patents dated as of November 14, 2003 by Seller, in favor of Collateral Agent on behalf of the Investors (as defined therein);

under which all 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 ((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 to any collateral agent (a "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 agrees to discharge the indebtedness and other obligations of iReady to the Lender under or in respect of the Loan Documents in full without payment by iReady under the terms set forth below.

2. Upon consummation 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).

3. 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 Lender.

4. The Lender hereby unconditionally and irrevocably: (a) consents to each of the Contemplated Transactions; (b) consents to the Bridge Loan; (c) consents to the Company's use of proceeds under the Note Purchase Agreement and Company'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.

5. It is the Lender's understanding that the Company anticipates making no distributions to its stockholders under the Plan and that, should available assets of the Company be larger than that anticipated by the Plan, the Company will make distributions to National Semiconductor Corporation ("NSC") up to any amount deducted from the escrow amount pursuant to the Escrow Agreement (as defined in the Asset Purchase 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 the Company's officers and directors to be in the best interests of the Company and its creditors.

6. 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 Lender shall have any liability or obligation thereunder or with respect thereto.

7. 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)

TELOS VENTURE PARTNERS

FRA NO. 000 213 9000

P.05

Dated this 5th day of April 2004.

LENDER (BRIDGE NOTE HOLDER):

TELOS VENTURE PARTNERS

By: *Bruce R. Bourbon*
Name: Bruce R. Bourbon
Title: Managing Member of the General
Partner, Telos Management LLC

[Consent of 2003 Notes]

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