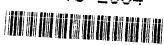


02-18-2004



U.S. DEPARTMENT OF COMMERCE

(Rev. 10/02)	U.S. Patent and Trademark Office			
OMB No. 0651-0027 (exp. 6/30/2005)	- <del></del> ,			
	70949 ▼ ▼			
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.			
Name of conveying party(ies):     National Westminster Bank Plc	Name and address of receiving party(ies)     Name: Autocue, Inc.     Internal Address:			
Additional name(s) of conveying party(les) attached? Yes Vo				
3. Nature of conveyance:				
Assignment Merger  Security Agreement Change of Name  Termination and Paleace of Security Interests in Patents	Street Address: 104 East 25th Street			
OtherOther				
02/05/2003	City: New York State: NY Zip: 10010			
02/05/2003 Execution Date:	Additional name(s) & address(es) attached? Yes V			
4. Application number(s) or patent number(s):				
If this document is being filed together with a new appli	cation, the execution date of the application is:			
A. Patent Application No.(s)	B. Patent No.(s)			
None	See attached Exhibit A			
	lached? Ves No 45403)			
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 111			
concerning document should be mailed:	7. Total fee (37 CFR 3.41)\$			
Name: Nicole M. Pappa				
Bingham McCutchen LLP	✓ Enclosed			
	Authorized to be charged to deposit account			
Street Address: One State Street	8. Deposit account number:			
City: Hartford State: CT Zip: 06103				
DO NOT USE	THIS SPACE			
9. Signature.				
Nicole M. Pappa  Name of Person Signing  Total number of pages including cove	O2/10/2004 Signature Date  Per sheet, attachments, and documents:			

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

02/17/2004 MGETACHE 00000053 4840338

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440.00 DP

**PATENT** 

**REEL: 014972 FRAME: 0242** 

# **EXHIBIT A**

	Registrations – United States Patent and Trademark Office		
<u>Title</u>	Patent No.	Filing Date	
Locking Tripod Leg	4,840,338	06/20/1989	
Locking Tripod Leg	4,872,627	10/10/1989	
Floating Column	4,763,864	08/16/1998	
Support Pedestal			
Floating Column	D315,817	03/26/1991	
Support Pedestal			
Cable Tripod Spreader	4,796,843	01/10/1989	
Mechanically	4,872,628	10/10/1989	
Counterbalancing			
Panhead for Camera	4,955,568	09/11/1990	
Lock Mechanism for	5,503,357	04/02/1996	
Tripod Legs			
Camera Lock-Plate	4,466,595	01/02/1981	
Assembly			
Wheel-less Walking	4,072,524	03/13/1981	
Dolly			
Dual Stage Quick	6,286,795	09/11/2001	
Release Leg and Tripod			

CTDOCS:1577237.1

# DE PINNA

# UNITED KINGDOM OF GREAT BRITAIN) CITY OF LONDON ENGLAND ) SS.

BE IT KNOWN that on this fifth day of February in the year Two thousand and three, before me the undersigned RICHARD GRAHAM ROSSER, Notary Public in and for the City of London, by Royal Authority duly admitted and sworn, practising in the said City, there personally appeared JAMES SCOTT, personally known to me and known to me to be an Associate Director of NATIONAL WESTMINSTER BANK Plc, the Corporation named in and that executed the annexed Instrument, who acknowledged to me that he signed and executed the said Instrument for and on behalf of the said Corporation in his aforesaid capacity, being for such purpose duly authorised by order of the Board of Directors of the said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, the day and year first above written.

RICHARD GRAHAM ROSSER NOTARY PUBLIC LONDON, ENGLAND MY COMMISSION EXPIRES WITH LIFE

#### TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS

TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS ("Release"), dated as of February 5, 2003, by NATIONAL WESTMINSTER BANK Plc, having an address at 135 Bishopsgate, London, EC2M 3UR (the "Assignee") which is the lender under that certain Credit Agreement dated as of July 27, 2000 (as amended and in effect from time to time the "Credit Agreement"), by and between DISCUS PRODUCTIONS LIMITED, a company organized in the United Kingdom (the "Borrower") and the Assignee, as the Bank thereunder.

WHEREAS, pursuant to the terms of the Credit Agreement, the Assignee required as a condition to extending moneys to the Borrower, that certain of the Borrower's subsidiaries execute in favor of the Assignee the following security documents: (i) First Priority Guarantee Agreement, dated as of July 27, 2000 (as amended and in effect from time to time, the "Guarantee Agreement") by and among AUTOCUE HOLDINGS, INC., a Delaware corporation, CUE CORP., a Delaware corporation, AUTOCUE, INC., a New York corporation (the "Assignor"), DATA CENTER MANAGEMENT, INC. (now known as AUTOCUE SYSTEMS INC), a North Carolina corporation and O CO INTERCONNECT, INC., a New York corporation (collectively, the "Companies"), (ii) the First Priority Security Agreement, dated as of July 27, 2000 (as amended and in effect from time to time, the "Security Agreement"), by and among the Companies and the Assignee, (iii) the First Priority Patent Collateral Assignment and Security Agreement, dated as of July 27, 2000, between the Assignor and the Assignee and recorded with the PTO on or about February 14, 2001 (Reel Number 011523 and Frame Number 0276) (as amended and supplemented from time to time, the "Patent Agreement"), each for the purpose of securing certain obligations of the Borrower to the Assignee pursuant to the Credit Agreement and certain obligations of the Companies to the Assignee pursuant to the Guarantee Agreement; and

WHEREAS, pursuant to the Security Agreement and the Patent Agreement, the Assignor granted to the Assignee, a security interest in and lien on, and collaterally assigned to the Assignee certain of its patents, patent applications, patent license rights, and patent rights (the "Patent Collateral"), including, without limitation, the Patent Collateral identified on Schedule A attached hereto (such Patent Collateral referred to herein as the "Pledged Patents"); and

WHEREAS, the Pledged Patents are being sold and transferred to Sachtler Corporation of America ("Sachtler") pursuant to that certain Asset Purchase Agreement (as in effect on the date hereof, the "Purchase Agreement") dated on or about the date hereof between the Assignor and Sachtler; and

WHEREAS, the Assignee has agreed to terminate and release its security interest and all of its right, title and interest in each of the Pledged Patents as herein provided.

CTDOCS:1531477.3

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

- 1. Consent to Sale. The Assignee hereby consents to the sale of all Pledged Patents to Sachtler in accordance with the Purchase Agreement.
- 2. Release and Assignment. The Assignee hereby terminates and releases its security interest in and first priority lien on all of the Assignor's Pledged Patents, and the Assignee hereby assigns and transfers to the Assignor, without recourse, all of the Assignee's right, title and interest in and to each of the Pledged Patents and the related patent registrations, effective as of the date set forth above.
- 3. Acknowledgment and Acceptance. The Assignor hereby acknowledges and accepts the foregoing release and assignment by the Assignee.
- 4. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Release. to take effect as of the date first set forth above.

Accepted:

Title:

NATIONAL WESTMINSTER BANK Plc, as Assignee

Name:

Title:

1 Ames Scots
ASSOCIATE DIRECTOR

AUTOCUE, INC.

Name:

**PATENT** 

REEL: 014972 FRAME: 0246

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

- 1. Consent to Sale. The Assignee hereby consents to the sale of all Pledged Patents to Sachtler in accordance with the Purchase Agreement.
- 2. Release and Assignment. The Assignee hereby terminates and releases its security interest in and first priority lien on all of the Assignor's Pledged Patents, and the Assignee hereby assigns and transfers to the Assignor, without recourse, all of the Assignee's right, title and interest in and to each of the Pledged Patents and the related patent registrations, effective as of the date set forth above.
- 3. Acknowledgment and Acceptance. The Assignor hereby acknowledges and accepts the foregoing release and assignment by the Assignee.
- 4. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignee and the Assignor have executed this Release, to take effect as of the date first set forth above.

NATIONAL WESTMINSTER BANK Pic, as Assignee By: Name: Title:

Accepted:

AUTOCUE, INC.

By: Alambauren ~ Name: ACAN LAWRENCE Title: CHIEF FINANCIAL OFFICER

#### **EXHIBIT A**

# Pledged U.S. Patents

Title		rations – and Trademark Office <u>Filing Date</u>
Locking Tripod Leg	4,840,338	06/20/1989
Locking Tripod Leg	4,872,627	10/10/1989
Floating Column	4,763,864	08/16/1998
Support Pedestal		
Floating Column	D315,817	03/26/1991
Support Pedestal		
Cable Tripod Spreader	4,796,843	01/10/1989
Mechanically	4,872,628	10/10/1989
Counterbalancing		
Panhead for Camera	4,955,568	09/11/1990
Lock Mechanism for	5,503,357	04/02/1996
Tripod Legs		
Camera Lock-Plate	4,466,595	01/02/1981
Assembly		
Wheel-less Walking	4,072,524	03/13/1981
Dolly		
Dual Stage Quick	6,286,795	09/11/2001
Release Leg and Tripod		

### **Foreign Patents**

<u>Title</u>	Serial No.	Filing Date	Country
Locking Tripod Leg	1318903	06/08/1993	Canada
Locking Tripod Leg	3,032,834	10/29/1998	Germany
Locking Tripod Leg	3,832,834	10/29/1998	Germany
Locking Tripod Leg	2210259	11/27/1991	GB
Locking Tripod Leg	2749831	02/20/1998	Japan
Floating Column Support Pedestal	1316194	04/13/1993	Canada
Floating Column Support Pedestal	2650736	05/16/1997	Japan
Cable Tripod Spreader	2568259	10/03/1996	Japan
Panhead for Camera	2028068	04/14/1998	Canada
Panhead for Camera	P4033398.1	11/02/1995	Germany
Panhead for Camera	2237404	10/27/1993	GB

PATENT
RECORDED: 02/11/2004 REEL: 014972 FRAME: 0248