

10-18-2004

Attorney Docket No.: 9476-GP



102861113
PATENT

FRONT SHEET
COPY

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CIT Group/Credit Finance, Inc.	2. Name and address of receiving party(ies) Micro Networks Corporation 324 Clark Street Worcester, Massachusetts 01606
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Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other: **Release of Security Interest**

Correction of previously recorded document
Reel Frame No.

10/14/04

Execution Date: July 30, 2004 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) <u>5,148,054</u> 5,262,685
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: CLARK A. JABLON AKIN GUMP STRAUSS HAUER & FELD LLP One Commerce Square 2005 Market Street, Suite 2200 Philadelphia, PA 19103 Direct Dial: (215) 965-1293 E-mail: cjablone@akingump.com	6. Total number of patents involved: 2
	7. Total fee (37 CFR 3.41).....\$80.00 <input checked="" type="checkbox"/> Check enclosed <input type="checkbox"/> Authorization to charge deficient fees or credit any overpayment to Deposit Account.
	8. Deposit Account Number: 50-1017 (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.

CLARK A. JABLON Name of Person Signing	<i>Clark Jablon</i> Signature	October 8, 2004 Date
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10/15/2004 BYRME 00000020 5148054 Total number of pages including cover sheet, attachments, and documents: 17

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**RELEASE OF SECURITY INTEREST AND ALL OTHER RIGHTS IN AND TO
CERTAIN COLLATERAL**

WHEREAS, MICRO NETWORKS CORPORATION, 324 Clark Street, Worcester, Massachusetts, 01606, (hereafter "Debtor"), and CIT GROUP/CREDIT FINANCE, INC., ("CIT"), 332 South Michigan Avenue, Chicago, Illinois 60604, now located at 4600 Touchton Road East, Building 100, Suite 300, Jacksonville, FL 32246, (hereinafter "Lender") entered into a Trademark and Patent Security Agreement dated October 12, 1994, ("Agreement"), regarding collateral, including certain patents described and identified in the Agreement (collectively "Collateral"). A copy of the Agreement is Exhibit A to this Release of Security Interest and All Other Rights In and To Certain Collateral;

WHEREAS, the Agreement was recorded in the U.S. Patent and Trademark Office as Patent Reel 7203, Frame 199 et seq.;

WHEREAS, the conditions set forth in the Agreement have been satisfied;

WHEREAS, the Debtor and Lender wish to evidence the satisfaction of the Agreement and the release of all security interests and all right, title and interest of Lender in and to the patents and to any other Collateral defined and set forth in the attached Exhibit (hereinafter collectively "Security Interest"), and wish to evidence the release of the Security Interest in and to such patents and any other Collateral by the recordation of a document in the U.S. Patent and Trademark Office and other offices;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

CIT hereby releases the entire Security Interest in the patents identified in the Exhibit hereto and to any other Collateral, to the full extent that any Security Interest was granted in such patents and any other Collateral as identified by the Agreement.

This Release of Security Interest and All Other Rights In and To Certain Collateral is being executed by the Lender with the intention that it be recorded in the U.S. Patent and Trademark Office and other offices to evidence that neither the Debtors, nor the patents

identified in the Exhibit nor any other Collateral are subject to the Security Interest, as set forth in the Agreement.

IN WITNESS WHEREOF, CIT has executed this Release of Security Interest and All Other Rights In and To Certain Collateral as of the 30th day of July, 2004.

CIT GROUP/CREDIT FINANCE, INC.,

By: Jessie Sindofsky
Name: JESSIE SINDOFSKY
Title: Asst. Serv. Manager

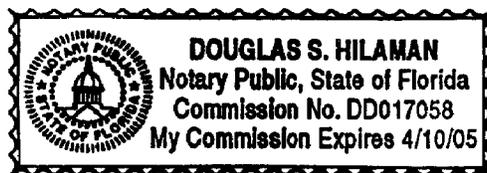
State of Florida:

County of Duval : ss.

Before me, a notary public in and for the State and County aforesaid, on this 30th day of July, 2004, personally appeared Jessie Sindofsky, who acknowledged to me that he is the Customer Service Manager of CIT GROUP/CREDIT FINANCE, INC., who executed the foregoing instrument on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

[Signature]
Notary Public

My Commission Expires:



TRADEMARK AND PATENT SECURITY AGREEMENT

AGREEMENT made as of the 24th day of October __, 1994 between Micro Networks Corporation ("Debtor") having an office at 324 Clark Street, Worcester, MA 01606-1293 and THE CIT GROUP/CREDIT FINANCE, INC., having an office at 332 South Michigan Avenue, Chicago, Illinois 60604 ("Secured Party").

1. SECURITY INTEREST.

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof; and

WHEREAS, Secured Party has agreed to enter into or has entered into financing arrangements, pursuant to a Loan and Security Agreement (the "Loan Agreement"), and the other "Financing Agreements," as defined therein (all of the foregoing, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are collectively referred to herein as the "Agreements").

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

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REEL 7203 FRAME 206

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, direct or indirect, absolute or contingent, whether arising under this Agreement, the other Agreements, or any other agreement, document or instrument or by operation of law or otherwise, including, without limitation, "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. Debtor will pay and perform all of the Obligations according to their terms.

B. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents including without limitation the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule C hereto.

C. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

D. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

E. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

F. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Agreements and shall be part of the Obligations secured hereby.

G. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

H. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

I. Debtor has not abandoned any of the Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable.

J. Debtor will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks or Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

K. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

L. Debtor assumes all responsibility and liability arising from the use of the Trademarks or Patents and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark and Patent or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

M. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature.

N. Prior to an Event of Default, Secured Party hereby grants to Debtor the exclusive nontransferable right and license to use the Trademarks and the goodwill of the business symbolized by the marks for Debtor's own benefit. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without the Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Secured Party may reasonably request.

4. EVENTS OF DEFAULT.

All Obligations shall, at Secured Party's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("Events of Default"):

- A. Debtor fails to pay or perform any Obligations when due.
- B. Debtor defaults in the observance or performance of any agreements, covenants or conditions contained herein or in any of the Agreements or in any other document or instrument referred to herein or therein.
- C. Any present or future representation or warranty made by or on behalf of the Debtor, whether contained herein or in any of the other Agreements or in any other document or instrument

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Agreements.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS.

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopy, telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, forty-eight (48) hours after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: Micro Networks Corporation
 324 Clark Street
 Worcester, MA 01606-1293
 Attention: _____

If to Secured Party: The CIT Group/Credit Finance, Inc.
 332 South Michigan Avenue
 Chicago, Illinois 60604
 Attn: Robert P. Handler

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF ILLINOIS. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE NORTHERN DISTRICT OF ILLINOIS, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE THE NORTHERN DISTRICT OF ILLINOIS BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH HEREIN OR IN SUCH OTHER MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SAID COURTS.

REF 7203 FRAME 206

H. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT WHETHER ARISING OUT OF, UNDER OR BY REASON OF THIS AGREEMENT, THE OTHER AGREEMENTS OR ANY MATTER OR PROCEEDING RELATING THERETO.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

Debtor:

MICRO NETWORKS CORPORATION

By: *[Signature]*

Title: *President*

SECURED PARTY

THE CIT GROUP/CREDIT FINANCE, INC.

By: *R.A. Simon*

Title: *VP*

REEL 7203 FRAME 207

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this ___ day of _____, 19___, before me personally came _____,
to me known, who duly sworn, did depose and say, that he is the _____ of
THE CIT GROUP/CREDIT FINANCE, INC., the corporation described in and which executed the
foregoing instrument; and that he signed his/her name thereto by order of the Board of Directors
of said corporation.

Notary Public

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EXHIBIT 1

SPECIAL POWER OF ATTORNEY

PATENT

REEL: 015878 FRAME: 0395

STATE OF)

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Micro Networks Corporation, having an office at 324 Clark Street, Worcester, MA 01606-1239 (hereinafter "Debtor"), hereby appoints and constitutes THE CIT GROUP/CREDIT FINANCE, INC., ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor;

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement.

Dated as of October __, 1994

Micro Networks Corporation

By: _____

Title: _____

REEL 7203 FRAME 210

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Reg. No.</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Mark</u>
1,003,921	U.S.A.	2/04/75	MN AND DESIGN

REF: 7 2 0 3 FRAME 2 1 1

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

PATENTS AND APPLICATIONS

<u>Country:</u>	<u>Patent No.:</u>	<u>Issued:</u>	<u>Inventor:</u>	<u>Title:</u>
Canada	2,062,301	3/04/92	R. Jensen	Improved Track and Hold Amplifier
U.S.A.	5,148,054	9/15/92	M. Demler	High-Accuracy Mosfet-Switched Sampling Circuit
U.S.A.	5,262,685	11/16/93	M. Demler K. McCall	High-Speed, Low Power Auto-Zeroed Sampling Circuit
U.S.A.	5,124,576	6/23/92	R. Jensen	Track and Hold Amplifier

REFL 7203 FRAME 212

micro.net/patents.asg

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

REEL 7203 FRAME 213

RECORDED
PATENT & TRADEMARK OFFICE

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