

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Regiment Capital III, L.P.	05/24/2005
RECEIVING PARTY DATA	
Name:	TMT-Pathway, L.L.C.
Street Address:	1675 Commercial St. NE
City:	Salem
State/Country:	OREGON
Postal Code:	97303
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6227454
Patent Number:	4859983
CORRESPONDENCE DATA	
Fax Number:	(713)615-5243
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7137584730
Email:	iptldocket@velaw.com
Correspondent Name:	Cindy Y. Lee
Address Line 1:	1001 Fannin St., Suite 2300
Address Line 2:	First City Tower
Address Line 4:	Houston, TEXAS 77002-6760
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Total Attachments: 4 source=Release TMT 5#page1.tif source=Release TMT 5#page2.tif source=Release TMT 5#page3.tif source=Release TMT 5#page4.tif	

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REEL: 016153 FRAME: 0992

RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (the "Release") is made and effective as of the date indicated below and is granted by Regiment Capital III, L.P., a Delaware limited partnership ("Releasor"), in favor of TMT-Pathway, L.L.C., a Delaware limited liability company ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement") by and among Releasee; the other Borrowers named therein; Regiment Capital III, L.P., as agent; and the Lenders described therein (the "Lenders"), Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's respective right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Patent Collateral");

A continuing security interest in all right, title and interest of the Releasee in, to and under the Patents and the applications and registrations thereof, including, without limitation, each patent and patent application listed on Schedule A to the Assignment, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office at Reel 014344/Frame 0543 on February 18, 2004;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Patent Collateral conveyed pursuant to the Security Agreement, the Assignment and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and Lenders, and all successors, legal representatives and assigns of Releasore and Lenders, hereby releases and discharges fully the Security Interest, and all other right, title and interest in and to the Patent Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Assignment and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Patent Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Patent Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 24 day of May 2005.

RELEASOR:

REGIMENT CAPITAL III, L.P.

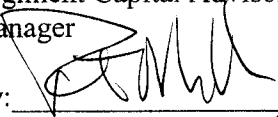
By: Regiment Capital Management, L.L.C., its
General Partner

By: Regiment Capital Advisors, L.L.C., its
Manager

By: 

Name: 

Title: 


Richard T. Miller
GP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK ss.:

On this 24 day of May 2005, before me, the undersigned, personally appeared RICHARD MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Monika Brenard
[NOTARY SEAL] MONIKA BRENARD

My commission expires
December 20, 2007