

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination Agreement
CONVEYING PARTY DATA	
Name	Execution Date
FirstCapital Bank, SSB	09/01/2005
RECEIVING PARTY DATA	
Name:	Teraforce Technology Corporation
Street Address:	1240 E. Campbell Road
City:	Richardson
State/Country:	TEXAS
Postal Code:	75081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6393530
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	charan.sandhu@weil.com, phyllis.eremitaggio@weil.com
Correspondent Name:	Weil, Gotshal & Manges c/o Charan Sandhu
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 11001
NAME OF SUBMITTER:	Charan Sandhu
Total Attachments: 2 source=FirstCapital-Teraforce Pat#page1.tif source=FirstCapital-Teraforce Pat#page2.tif	

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TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "*Agreement*") between FirstCapital Bank, SSB, a Texas Corporation ("*FirstCapital*") and TeraForce Technology Corporation, a Delaware corporation ("*TeraForce*") is dated September 1, 2005 to be effective as of March 14, 2005.

RECITALS

1. FirstCapital filed a Security Agreement (the "*Security Agreement*") that was recorded with the United States Patent and Trademark Office on March 4, 2005 to document its security interest (the "*Security Interest*") in U.S. Patent No. 6,393,530, entitled "Paging Method for DSP", issued on May 21, 2002 (the "*Patent*").
2. On or about March 14, 2005, TeraForce paid off its loan to FirstCapital and the Security Agreement was terminated.
3. TeraForce and FirstCapital desire to evidence the termination of the Security Agreement by executing this Termination Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:


1. Termination of Security Agreement. FirstCapital and TeraForce hereby agree that the Security Agreement is terminated effective March 14, 2005 and shall be void and of no further force or effect as of such time.
2. Termination of Security Interest and Transfer of Remaining Rights. FirstCapital does hereby (i) terminate its Security Interest in the Patent and (ii) sell, assign and transfer unto TeraForce, its successors, assigns and legal representatives, all of FirstCapital's right, title and interest in and to the Patent.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The manual signature of any party to this Agreement that is transmitted to any other party or counsel to any other party by facsimile shall be deemed for all purposes to be an original signature.

[The next page is the signature page]


IN WITNESS WHEREOF, TeraForce and FirstCapital have caused this Agreement to be executed on the date first written above by their duly authorized officers.

Prosperity Bank Successor to:

FIRSTCAPITAL BANK, SSB

By: 
Name: DAN R. OWEN
Title: SENIOR VICE PRESIDENT

TERAFORCE TECHNOLOGY CORPORATION

By: 
Name: Robert P. Cepps
Title: Exec VP

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