

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
COMERICA BANK-CALIFORNIA	10/13/2005
RECEIVING PARTY DATA	
Name:	RLX Technologies, Inc.
Street Address:	25231 Grogan's Mill Road
Internal Address:	Suite 600
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	80527-2400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6325636
CORRESPONDENCE DATA	
Fax Number:	(208)396-3958
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2083965808
Email:	betty.j.hinkle@hp.com
Correspondent Name:	Hewlett-Packard Company
Address Line 1:	P.O. Box 272400
Address Line 2:	Intellectual Property Administration
Address Line 4:	Fort Collins, COLORADO 80527-2400
ATTORNEY DOCKET NUMBER:	200600182-1
NAME OF SUBMITTER:	Betty Hinkle
Total Attachments: 4 source=Trmntn Agrmnt Comerica Bk#page1.tif source=Trmntn Agrmnt Comerica Bk#page2.tif	

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TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Agreement"), dated and effective as of October 13, 2005, is by and between RLX TECHNOLOGIES, INC., a Delaware corporation ("RLX"), and COMERICA BANK, as successor by merger with Comerica Bank - California ("Bank").

WITNESSETH:

WHEREAS, RLX and Bank are party to that certain Loan and Security Agreement dated as of February 6, 2003, as amended by the First Amendment to Loan and Security Agreement between the parties dated as of June 3, 2004, the Second Amendment to Loan and Security Agreement between the parties dated as of October 19, 2004 and the Third Amendment to Loan and Security Agreement between the parties dated as of January 11, 2005 (as so amended, the "Loan Agreement"); and

WHEREAS, in connection with the Loan Agreement, RLX and Bank entered into that certain Subordination Agreement dated as of December 22, 2004 (the "Subordination Agreement"); and

WHEREAS, RLX and Bank desire to terminate the Loan Agreement, the Subordination Agreement and any and all other Loan Documents (as defined in the Loan Agreement) including, without limitation, each note, intellectual property security agreement, collateral account control agreement and other agreement entered into by RLX pursuant to or in connection with the Loan Agreement (collectively, the "Loan Documents") and, in further evidence thereof, to cancel and return to RLX any and all original notes executed by RLX; and

WHEREAS, on and as of the date hereof, there are no Obligations (as defined in the Loan Agreement) due, owing or outstanding under the Loan Agreement or any of the other Loan Documents, other than the indemnification obligations that survive under the terms of the Loan Agreement; and

WHEREAS, Bank desires to release all security interests granted pursuant to the Loan Agreement and any other Loan Document;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereto hereby agree as follows:

ARTICLE 1

TERMINATION OF LOAN DOCUMENTS

1.1 **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

1.2 **Satisfaction.** Bank hereby acknowledges and agrees that RLX has paid in full the principal amount outstanding under the Loan Agreement, together with all accrued and unpaid interest thereon and any and all outstanding fees and expenses due or owing pursuant to the Loan Agreement and any other Loan Document on or as of the date hereof, and that on and as of the date hereof, there are no Obligations due, owing or outstanding under the Loan Agreement, the Subordination Agreement or any of the other Loan Documents, other than the indemnification obligations that survive under the terms of the Loan Agreement.

1.3 **Termination and Release.** Effective as of the date of this Agreement, immediately and automatically, without any further action whatsoever, (a) the Loan Agreement, the Subordination Agreement and each of the other Loan Documents, including all the respective terms and provisions thereof, are hereby terminated and shall no longer be effective to bind RLX, any of its properties or assets or any other person or entity in any manner whatsoever, other than the indemnification obligations that survive under the terms of the Loan Agreement, and (b) each of the liens and security interests granted pursuant to the Loan Agreement and the other Loan Documents (including, without limitation, each of the Liens on the Collateral) is hereby terminated and released.

1.4 **Note(s).** Bank shall, as further evidence of the foregoing, immediately cancel and return any and all original promissory notes to RLX.

1.5 **UCC-3.** Bank hereby authorizes RLX to execute, deliver and file, as applicable, on its behalf, any termination statement(s) on Form UCC-3 or other appropriate form, and any other documentation, reasonably required to effect or evidence the termination of the liens and security interests granted pursuant to the Loan Agreement and the other Loan Documents.

1.6 **Representations and Warranties.** Each party to this Agreement represents and warrants to each other party that (a) the execution, delivery and performance by such party of this Agreement (i) have been duly authorized by all necessary corporate or other action and (ii) do not and will not contravene its organizational documents or any applicable law, (b) such party has all requisite corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder and (c) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

ARTICLE 2

MISCELLANEOUS PROVISIONS

2.1 **Additional Documents.** The parties hereto agree to execute any and all documents and to perform any and all other acts reasonably necessary to accomplish the purposes of this Agreement.

2.2 **Headings.** All headings herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

2.3 Choice of Law and Venue. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

2.4 Binding Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. Bank shall not assign this Agreement or any of its rights or obligations hereunder without the prior, written consent of RLX.

2.5 Rights Cumulative. Each of the parties' rights and remedies under this Agreement are and shall be cumulative. No delay by either party shall constitute a waiver, election or acquiescence by it.

2.6 Severability. The invalidity, illegality or unenforceability of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations hereunder.

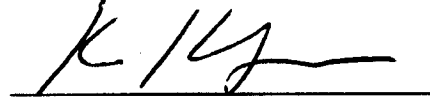
2.7 Amendment; Entire Agreement. This Agreement cannot be changed, amended, modified or terminated orally. This Agreement represents the entire agreement of RLX and Bank with respect to the matters described herein, and may only be amended or modified by a writing signed by RLX and Bank.

2.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A faxed signature hereto shall be deemed to be as legally effective as a signed original.

[SIGNATURE PAGE FOLLOWS]

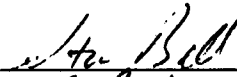
IN WITNESS WHEREOF, duly authorized officers of each of the undersigned have executed this Agreement as of the date first above set forth.

RLX TECHNOLOGIES, INC.



Kevin M. Klausmeyer
Chief Financial Officer

COMERICA BANK

By: 

Name: *Stu Bell*

Title: *Vice President*