

07-26-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



T

103430297

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Wells Fargo Foothill, Inc.

2. Name and address of receiving party(ies)

Name: Information Resources, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of Security Agreement

Street Address: 150 North Clinton Street

City: Chicago

State: IL

Country: USA Zip: 60661

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule 1 attached hereto and incorporated herein.

B. Patent No.(s)

See Schedule 1 attached hereto and incorporated herein.

07/26/2007 DBYRNE 00000087 RE33808

01 EC:8021

280.00 OF

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kimberly B. Saltrick, Paralegal

Internal Address: Helms Mulliss & Wicker, PLLC

Street Address: 201 North Tryon Street

City: Charlotte

State: NC Zip: 28202

Phone Number: 704-343-2000

Fax Number: 704-444-8847

Email Address: kimberly.saltrick@hmw.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

May 16, 2007

Date

Kevin McGinnis, Helms Mulliss & Wicker, PLLC

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 019597 FRAME: 0500

PATENTSSCHEDULE 1REEL 014797/FRAME 0407

DESCRIPTION	PATENT NUMBER
CABLE TELEVISION WITH MULTI-EVENT SIGNAL SUBSTITUTION	RE33808
TUNED SIGNAL DETECTOR FOR USE WITH A RADIO FREQUENCY RECEIVER	5404161
SIGNAL MATCHING SIGNAL SUBSTITUTION	4733301
TELEVISION DISTRIBUTION SYSTEM FOR SIGNAL SUBSTITUTION	6941573
BROADCAST CHANNEL SUBSTITUTION METHOD AND APPARATUS	5389964
TELEVISION DISTRIBUTION SYSTEM FOR SIGNAL SUBSTITUTION	US20010027564 Publication Number

09/875,476]

REEL 015439/FRAME 0973

DESCRIPTION	PUBLICATION NUMBER
SYSTEM AND METHOD FOR ANALYZING AND CORRECTING RETAIL DATA	US20050187972 10/183,328

PATENT

REEL: 019597 FRAME: 0501

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of May 16, 2007, by Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation), as Administrative Agent ("Agent").

WITNESSETH:

WHEREAS, Agent, and Gingko Corporation ("Parent") and certain of its subsidiaries (together with Parent, each a "Pledgor" and together with the Parent, collectively the "Pledgors"), entered into those certain Intellectual Property Security Agreements dated as of December 12, 2003, December 18, 2003 and December 9, 2004, respectively (the "Intellectual Property Security Agreement"; the capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Intellectual Property Security Agreement), pursuant to which Pledgors granted a continuing priority security interest to Agent, in, among other things, the trademarks and patents set forth on Schedule 1 hereto; and

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 17, 2003, at Reel 014797, Frame 0407; and

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 9, 2004 at Reel 015439; Frame 0973;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 17, 2003 at Reel 2883; Frame 0907;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 13, 2004 at Reel 2989; Frame 0692; and

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on January 7, 2005 at Reel 3004; Frame 0849.

WHEREAS, the obligations underlying the security interest and collateral assignments are no longer owed, and Agent no longer has any further interest in the trademarks and patents and the other collateral described in the Intellectual Property Security Agreement; and


WHEREAS, Pledgors have requested that Agent release its lien on the trademarks and patents and the other collateral described in the Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases any and all claims, liens, security interests and other encumbrances arising under the Intellectual Property Security Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Agent has caused this Release of Intellectual Property Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

WELLS FARGO FOOTHILL, INC. (formerly
known as Foothill Capital Corporation),
Administrative Agent

By: 
Name: DANIEL WHITWER
Title: VICE PRESIDENT

SCHEDULE 1

TRADEMARKS

REEL 2883/FRAME 0907

DESCRIPTION	REGISTRATION NUMBER	SERIAL NUMBER
BEHAVIORSCAN	1177573	73263751
INFOSCAN	1435889	73617835
MARK:	1518207	73666957
NEOPROBE	1474455	73667031
PCINFOSCAN	1499306	73677027
PREFERRED PRINCIPAL	1513102	73683603
FEATURESCAN	1487750	73684383
EZPROMPT	1773871	74178689
FAMILYSCAN	1737006	74263444
QSCAN	1902945	74464840
SCANKEY	2619240	75536488
E-PROFILE		75761915
E	2415629	75852285
E SCAN	2531243	75852286
E-TESTING	2541907	75944015
CPGNETWORK	2629481	76014275
CPGNETWORK.COM	2626817	76014294
INFO FORCE	2633967	76025711
RXPULSE	2717537	76450730

TRADEMARKS

REEL 2989/FRAME 0692 and REEL 3004/FRAME 0849

DESCRIPTION	REGISTRATION NUMBER	SERIAL NUMBER
FAMILYSCAN	2903089	76586315
QSCAN	2951166	76586316
SHOPPERS' HOTLINE	2963006	76586317
SHOPPERS' HOTLINE	2947508	76586318