

RECORDATION FORM COVER SHEET

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

PATENTS ONLY

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):

SILICON VALLEY BANK

3003 TASMAN DRIVE

SANTA CLARA, CA. 95054

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

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

Execution Date: 6/5/09

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

2. Name and address of receiving party(ies):

Name: Akrometrix, LLC

Internal Address:

Street Address: 2700 Northeast Expressway, Suite B-500

City: Atlanta

State: GA

Country: USA Zip: 30345

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

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

5835223

5969819

7389253

Additional numbers attached? ☐ Yes ☒ No

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

Name: UCC Direct Services

Internal Address:

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 1-800-342-3676 Ext 4065

Fax Number: 1-800-962-7049

Email Address: CLS-udsalbany@wolterskluwer.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 120.00

- ☒ 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 Dateb. Deposit Account Number
Authorized User Name

9. Signature:

Signature

Date

Joseph D Borgman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

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

OP \$120.00 5835223

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Akrometrix, LLC ("Assignor") in the **patented** works set forth in that certain **Intellectual Property Security Agreement** dated October 30, 2008 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on December 12, 2008, Reel 021965, Frame(s) 0583.

Dated: **June 5, 2009**

SILICON VALLEY BANK

By: 
Name: **Romil Randhawa**
Title: **Operations Manager**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 30, 2008 by and between SILICON VALLEY BANK ("Bank") and AKROMETRIX, LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement by and between Bank and Grantor dated October 30, 2008 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement); and (ii) that certain Loan and Security Agreement (EXIM Loan Facility) by and between Bank and Grantor dated October 30, 2008 (as the same may be amended, modified or supplemented from time to time, the "EXIM Loan Agreement" and, together with the Loan Agreement, the "Loan Agreements"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under or in connection with the Loan Agreements, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreements or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Filing Date</u>	<u>Current Owner Per USPTO Assignment Records</u>
SYSTEM FOR MEASURING SURFACE FLATNESS USING SHADOW MOIRE TECHNOLOGY	5835223	11/10/1998	ELECTRONIC PACKAGING SERVICES, LTD. CO.
MEASURING SURFACE FLATNESS USING SHADOW MOIRE TECHNOLOGY AND PHASE-STEPPING IMAGE PROCESSING	5969819	10/19/1999	ELECTRONIC PACKAGING SERVICES, LTD., CO.
SYSTEMS AND METHODS FOR MEASURING SAMPLE SURFACE FLATNESS OF CONTINUOUSLY MOVING SAMPLES	7369253	05/06/2008	AKROMETRIX, LLC