

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
Privaris, Inc.	04/30/2008
RECEIVING PARTY DATA	
Name:	Harbert Venture Partners, LLC
Street Address:	1210 East Cary Street, Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	22911
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7420546
Patent Number:	7525537
Patent Number:	7688314
Patent Number:	RE42038
Application Number:	12732946
CORRESPONDENCE DATA	
Fax Number:	2028427899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(703) 456-8000
Email:	ctipton@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	777 6th Street, N.W., Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	PRIVARIS-HARB 307640-2000
NAME OF SUBMITTER:	Christopher R. Hutter

CH \$200.00 7420546

Total Attachments: 28

source=priv-harbert-rel#page1.tif
source=priv-harbert-rel#page2.tif
source=priv-harbert-rel#page3.tif
source=priv-harbert-rel#page4.tif
source=priv-harbert-rel#page5.tif
source=priv-harbert-rel#page6.tif
source=priv-harbert-rel#page7.tif
source=priv-harbert-rel#page8.tif
source=priv-harbert-rel#page9.tif
source=priv-harbert-rel#page10.tif
source=priv-harbert-rel#page11.tif
source=priv-harbert-rel#page12.tif
source=priv-harbert-rel#page13.tif
source=priv-harbert-rel#page14.tif
source=priv-harbert-rel#page15.tif
source=priv-harbert-rel#page16.tif
source=priv-harbert-rel#page17.tif
source=priv-harbert-rel#page18.tif
source=priv-harbert-rel#page19.tif
source=priv-harbert-rel#page20.tif
source=priv-harbert-rel#page21.tif
source=priv-harbert-rel#page22.tif
source=priv-harbert-rel#page23.tif
source=priv-harbert-rel#page24.tif
source=priv-harbert-rel#page25.tif
source=priv-harbert-rel#page26.tif
source=priv-harbert-rel#page27.tif
source=priv-harbert-rel#page28.tif

NOTICE OF SECURITY RELEASE

This Notice of Security Release provides notice of the release of a security interest granted in the document entitled “Intellectual Property Security Agreement” (“the Security Agreement”), dated November 8, 2007, by and among:

Privaris, Inc., a Delaware corporation, having an address at 650 Peter Jefferson Parkway, Suite 330, Charlottesville, Virginia 22911 (“Privaris”);

Harbert Venture Partners, LLC, a limited liability company, having an address at 1210 East Cary Street, Suite 400, Richmond, Virginia 23219 (“Harbert Venture”); and certain persons and entities named on a Schedule of Purchasers and referenced within the Security Agreement.

The Security Agreement grants a security interest in all of Privaris’s right, title and interest to the patent applications and inventions set forth below (the “Intellectual Property Collateral”):

- 1) U.S. Patent Application Serial No. **10/997,291**, filed November 24, 2004, entitled “MAN-MACHINE INTERFACE FOR CONTROLLING ACCESS TO ELECTRONIC DEVICES”, now U.S. Patent No. 7,420,546;”
- 2) U.S. Patent Application Serial No. **12/201,568**, filed August 29, 2008, entitled “MAN-MACHINE INTERFACE FOR CONTROLLING ACCESS TO ELECTRONIC DEVICES”, now U.S. Patent No. 7,525,537;”
- 3) U.S. Patent Application Serial No. **12/430,702**, filed April 27, 2009, entitled “MAN-MACHINE INTERFACE FOR CONTROLLING ACCESS TO ELECTRONIC DEVICES”, now U.S. Patent No. 7,688,314;”
- 4) U.S. Patent Application Serial No. **12/604,814**, filed October 23, 2009, entitled “MAN-MACHINE INTERFACE FOR CONTROLLING ACCESS TO ELECTRONIC DEVICES”, now U.S. Patent No. RE 42,038;” and

- 5) U.S. Patent Application Serial No. **12/732,946**, filed March 26, 2010, entitled “MAN-MACHINE INTERFACE FOR CONTROLLING ACCESS TO ELECTRONIC DEVICES”, U.S. Publication No. 2010/0182125.”

The security interest granted in the Security Agreement against the Intellectual Property Collateral has been released pursuant to a Termination, Amendment and Waiver Agreement dated April 30, 2008 (the “Termination Agreement”).

A copy of the Termination Agreement is being recorded with this Notice.

PRIVARIS, INC.

TERMINATION, AMENDMENT AND WAIVER AGREEMENT

This TERMINATION, AMENDMENT AND WAIVER AGREEMENT ("Waiver") is hereby entered into as of April 30, 2008 between Privaris, Inc., a Delaware corporation (the "Company"), and the undersigned stockholders of the Company (the "Stockholders").

REDACTED

WHEREAS, pursuant to the 2007 Purchase Agreement, the Company and certain of the Stockholders entered into a Security Agreement and an Intellectual Property Security Agreement, each dated November 8, 2007 (together, the "Security Agreement").

WHEREAS, the Stockholders hold at least the requisite number of shares of capital stock required to terminate, amend or waive provisions of _____ and the Security Agreement (together, the "Agreements").

WHEREAS, in connection with _____ the Stockholders and the Company desire to terminate, amend and waive their rights and obligations under certain of the Agreements.

NOW, THEREFORE, in consideration of the promises, covenants and terms hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. The Company and Stockholders hereby terminate
and the Security Agreement in their entirety,
including all rights and obligations of the Company and Stockholders thereunder.

REDACTED

REDACTED

10. This Waiver may be executed in one or more counterparts and any counterpart may be delivered by electronic means, each of which shall be considered an original for all purposes.

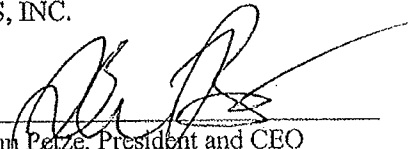
[Signature page to follow]

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

THE COMPANY:

PRIVARIS, INC.

By:



John Petze, President and CEO

STOCKHOLDERS:

HARBERT VENTURE PARTNERS, LLC

By: Harbert Venture Partners MM, LLC, its
Managing Member

By: HMC – Virginia, Inc., its Manager

By: _____

Name: Wayne L. Hunter

Title: Vice President

RIVER CITIES SBIC III, LP

By: RCCF MANAGEMENT, INC., its General
Partner

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

THE COMPANY:

PRIVARIS, INC.

By: _____
John Petze, President and CEO

STOCKHOLDERS:

HARBERT VENTURE PARTNERS, LLC

By: Harbert Venture Partners MM, LLC, its
Managing Member

By: HMC -- Virginia, Inc, its Manager

By: _____
Name: Wayne J. Hunter
Title: Vice President

RIVER CITIES SBIC III, LP

By: RCCF MANAGEMENT, INC., its General
Partner

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

THE COMPANY:

PRIVARIS, INC.

By:

John Petze, President and CEO

STOCKHOLDERS:

HARBERT VENTURE PARTNERS, LLC

By: Harbert Venture Partners MM, LLC, its
Managing Member

By: HMC – Virginia, Inc., its Manager

By:

Name: Wayne L. Hunter

Title: Vice President

RIVER CITIES SBIC III, LP

By: RCCF MANAGEMENT, INC., its General
Partner

By:

Name: EDWIN T. ROBINSON

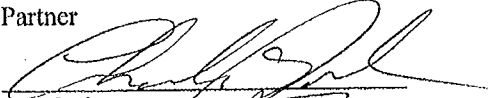
Title: _____
PRESIDENT

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

NORO-MOSELEY PARTNERS V, L.P.

By: Moseley & Company V, L.L.C., its General Partner

By: 

Name: Charles A. Johnson

Title: Member

NORO-MOSELEY PARTNERS V-B, L.P.

By: Moseley & Company V, L.L.C., its General Partner

By: 

Name: Charles A. Johnson

Title: Member

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

REDSHIFT VENTURES III, L.P.

By: RedShift Ventures III G.P., L.L.C.

By: _____

Name: Michael F. White

Title: GP

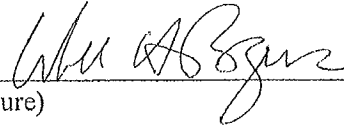
This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

WILLIAM H. ROGERS

[Printed or Typed Name]

By: 

(Signature)

if an entity:

[Printed Entity Name]

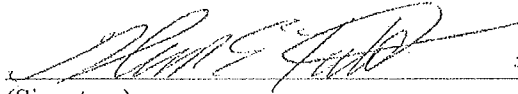
By: _____
Name: _____
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Colene E. Pittrell
[Printed or Typed Name]

By:  5-14-08
(Signature)

if an entity:

[Printed Entity Name]

By: _____
Name: _____
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

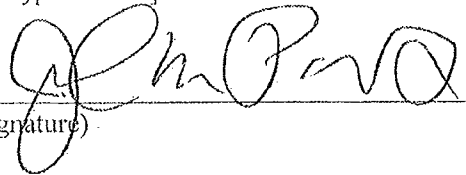
if an individual:

John M. Paris Jr.

[Printed or Typed Name]

By:

(Signature)



if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Curt Prosser
[Printed or Typed Name]

By: Curt Prosser
(Signature)

if an entity:

[Printed Entity Name]

By: _____
Name: _____
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

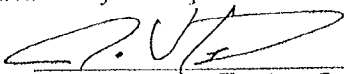
[Printed or Typed Name]

By: _____
(Signature)

if an entity:

Prototype Preparations Inc.

[Printed Entity Name]

By: 
Name: JOE V. TRAVEZ
Title: C.E.O.

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.


STOCKHOLDERS:

if an individual:

David Abdallah

[Printed or Typed Name]

By:


(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

[Printed or Typed Name]

By: _____

(Signature)

Regina B. Forehand

Hugh E. Forehand

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

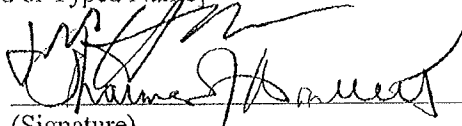
STOCKHOLDERS:

if an individual:

~~JOSEPH R. NASIKET, JR.~~
S. HAROLD T. NASIKET

[Printed or Typed Name]

By: _____


(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

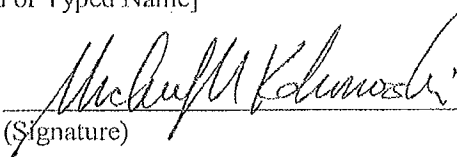
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

MICHAEL M. KOTONOSKI
[Printed or Typed Name]

By: 
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Janae M. Jakin
[Printed or Typed Name]
Nathan V. Van Hooser

By: Janae M. Jakin
(Signature)
Nathan V. Van Hooser

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

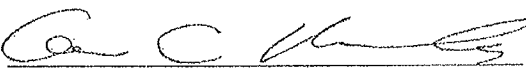
This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

CORON C MAXWELL JR

[Printed or Typed Name]

By: 
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

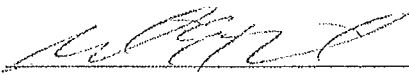
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

MICHAEL E. BEVEL
[Printed or Typed Name]

By: 
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Robert C. and Shirley L. HATHAWAY JR.
[Printed or Typed Name]

By: Robert C. Hathaway Jr.
Shirley L. Hathaway
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Wilson Greene

[Printed or Typed Name]

By: _____

(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Vann R. Rogerson
[Printed or Typed Name]

By: Vann R. Rogerson
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual: Sharon B. HAMNER
Charles E. HAMNER, Jr.

[Printed or Typed Name]

By: Sharon B. Hamner
Charles E. Hamner, Jr.
(Signature)

if an entity:

[Printed Entity Name]

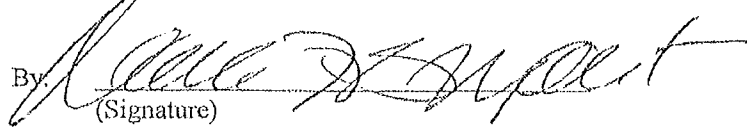
By: _____
Name: _____
Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

MARK F. BRYANT
[Printed or Typed Name]

By: 
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____

This Termination, Amendment and Waiver Agreement is executed by the undersigned effective as of the date first written above.

STOCKHOLDERS:

if an individual:

Michelle Guinan
[Printed or Typed Name]

By: Michelle Guinan
(Signature)

if an entity:

[Printed Entity Name]

By: _____

Name: _____

Title: _____