

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Alston & Bird LLP	06/17/2011
RECEIVING PARTY DATA	
Name:	International Business Machines Corporation
Street Address:	New Orchard Road
City:	Armonk
State/Country:	NEW YORK
Postal Code:	10504
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6002401
Patent Number:	5715416
Patent Number:	6278455
CORRESPONDENCE DATA	
Fax Number:	9147667520
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	914-766-0567
Email:	iplawyor@us.ibm.com
Correspondent Name:	International Business Machines Corporat
Address Line 1:	294 Route 100, P.O. Box 100
Address Line 2:	IPlaw Department
Address Line 4:	Somers, NEW YORK 10589-0100
ATTORNEY DOCKET NUMBER:	SJO920125001
NAME OF SUBMITTER:	Gail H. Zarick
Total Attachments: 5 source=Alston & Bird#page1.tif source=Alston & Bird#page2.tif source=Alston & Bird#page3.tif source=Alston & Bird#page4.tif source=Alston & Bird#page5.tif	

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RECORDATION FORM COVER SHEET
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)

Alston & Bird LLP

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

2. Name and address of receiving party(ies)

Name: International Business Machines Corporation

Internal Address: _____

Street Address: New Orchard Road

City: Armonk

State: NY

Country: USA Zip: 10504

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

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

Execution Date(s) June 17, 2011

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Termination and Release of Security Interest in Patents

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6,002,401; 5,715,416; and 6,278,455

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gail H. Zarick

Internal Address: Mail Drop 140

Street Address: 294 Route 100

City: Somers

State: NY Zip: 10589-3216

Phone Number: (914) 766-0067

Docket Number: SJ09-2012-5001

Email Address: gzarick@us.ibm.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 to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 090468

Authorized User Name Gail H. Zarick

9. Signature:

Gail H. Zarick
Signature

February 21, 2013
Date

Gail H. Zarick

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (the "Release") is made this 17 day of June, 2011 (the "Release Date") by Alston & Bird, L.L.P., a law firm ("Grantee"), for the benefit of Picture Patent LLC, a Delaware corporation (the "Grantor"), and International Business Machines, a New York corporation ("IBM").

WHEREAS, the Grantor has entered into a certain Engagement Agreement, dated as of May 18, 2007 with Grantee (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Engagement Agreement"), pursuant to which the Grantor granted to the Grantee security interests and liens in the U.S. patents identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (ii) all rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "U.S. Patents");

WHEREAS, the Grantee represents and warrants that the Engagement Agreement is the sole and exclusive document in which any security interests in the Patents identified in Exhibit A were granted by Grantor and no other interests, liens or other rights were transferred or granted to Grantee in any other patents other than those U.S. Patents identified in Exhibit A;

WHEREAS, the Grantor and IBM are parties to *Picture Patents, LLC v. Aeropostale, Inc., et al.*, 07 Civ. 5567 (JGK)(HBP) relating to the ownership status of the U.S. Patents in which on April 1, 2011, IBM was deemed by the United States District Court of Southern District of New York to be the true, complete and exclusive owner of all right, title and interests in the U.S. Patents enumerated in Exhibit A; and

WHEREAS, Grantee desires to be released of any obligations, liabilities or costs associated with participating in such litigation before said Court.

NOW, THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Grantee hereby irrevocably and forever terminates, releases and discharges any and all security interests in the U.S. Patents granted by the Grantor under the Engagement Agreement.
2. Recordation of Release. The Grantee understands and agrees that this Release may be recorded with the USPTO by Grantor and/or IBM, its agents, successors or assigns.

3. Further Actions. At the request of Grantor or IBM, Grantee further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that may be reasonably required to effect the intent and purpose of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

Alston & Bird, L.L.P. (Grantee)

By: [Signature]
Name:
Title: Partner

STATE OF
NEW YORK)
COUNTY OF New York) ss.

On this 17th day of June, 2011, before me personally appeared Thomas J. Porlento to me known, to be the individual described and who executed the foregoing instrument and acknowledged execution of the same.

[Signature]
Notary Public
My commission expires: June 2, 2011

MICHAEL J. MALLOY
NOTARY PUBLIC, State of New York
No. 41-4914497
Qualified in New York County
Commission Expires June 2, 2011

EXHIBIT A**The Patents**

Patent Number	Country	Issue Date	Filing Date	Title	Inventor
5,715,416	US	3-Feb-98	30-Sep-94	User Definable Pictorial Interface for a Accessing Information in an Electronic File System	Baker
6,002,401	US	14-Dec-99	6-Jan-98	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
6,278,455	US	21-Aug-01	13-Dec-99	Pictorial Interface for Accessing Information In An Electronic File System	Baker
2,202,880	Canada	10-Mar-09	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
199537645	Australia		29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
69535524	Denmark	21-Sep-07	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
793824	Europe	27-Jun-07	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
69535524	Germany	20-Mar-08	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
10507020 (publication no.)	Japan	7-Jul-98 (publication)	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
793824	Great Britain	27-Jun-07	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>
WO 96/10782 (publication no.)	PCT	11-Apr-96 (publication)	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker
793824	France	27-Jun-07	29-Sep-95	User Definable Pictorial Interface for Accessing Information in an Electronic File System	Baker