

01-04-2000

RECORDATION  
TRADE

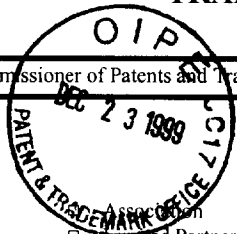


U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101236972

MKD 12.23.99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

IMPERIAL BANK

- Individual(s)
- General Partnership
- Corporation-State
- Other a California chartered bank

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

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

Name: Physix, Inc.  
 Internal Address: Suite 610  
 Street Address: Two Greenway Plaza  
 City: Houston State: TX ZIP: 77046

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached  Yes  No

3 Nature of conveyance:

- Assignment
- Security
- Other Release of Liens and Security Interest
- Merger
- Change of Name

Execution Date: April 1, 1999

4. Application number(s) or registration

A. Trademark Application No.(s)

75164462                      75164463  
 75237581                      75139707  
 75373216                      75382724  
 75385538                      74531002

Additional numbers attached?

B. Trademark Registration No.(s)

2,029,926

Yes  No

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

Name Paul Aubert  
 Internal Address: Andrews & Kurth, L.L.P.  
 Street Address: 2170 Buckthorne Place, Suite 150  
 City: The Woodlands State: TX ZIP: 77380

6. Total number of applications and registrations involved.....

9

7. Total fee (37 CFR 3.41): ..... \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy or the original document.

Paul Aubert  
Name of Person Signing

Paul Aubert  
Signature

Dec. 22, 1999  
Date

Total number of pages comprising cover sheet:

3

OMB No. 0651-0011 (emp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/04/2000 DNGUYEN 00000043 75164462

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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## RELEASE OF LIENS AND SECURITY INTERESTS

This Release of Liens and Security Interests (the "Release"), dated as of 17 day of December, 1999 is from **IMPERIAL BANK**, a California chartered bank ("Bank") having an office at 226 Airport Parkway, San Jose, California 95110, to **PHYSIX, INC.**, a Texas corporation ("Physix") having an office at Two Greenway Plaza, Suite 610, Houston, Texas 77046.

### RECITALS

WHEREAS, Physix executed that certain Intellectual Property Security Agreement dated April 17, 1999, to Bank, a counterpart of which is recorded in Reel 1894 at Frame 0536 of the records of the Patent and Trademark Office (the "Security Agreement") to secure the obligations and the indebtedness under that certain Amended and Restated Loan and Security Agreement dated as of August 1998 and that certain Amendment to Loan and Security Agreement dated as of April 1, 1999; and

WHEREAS, all of the indebtedness owing by Physix to Bank that was secured by the Security Agreement has been satisfied and Bank now desires to release and discharge its liens, mortgage, security interests and other rights created pursuant to the Security Agreement.

### RELEASE

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank has RELEASED and DISCHARGED, without warranty or recourse, and by these presents does hereby RELEASE and DISCHARGE, without warranty or recourse, unto Physix the Collateral (as described in the Security Agreement) covered by the Security Agreement from all liens, Security Agreements, assignments and security interests of whatsoever nature held by Bank, including, without limitation, the liens, Security Agreements, assignments and security interests created under the Security Agreement.

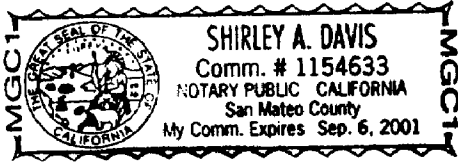
IN WITNESS WHEREOF, Bank has caused this Release to be duly executed on the date set forth in the acknowledgment attached hereto.

### IMPERIAL BANK

By: *Julio Sanchez*  
Name: *Julio Sanchez*  
Title: *Senior Vice President*

COUNTY OF Santa Clara §  
STATE OF California §  
§

This instrument was acknowledged before me on December 17, 1999 by Judy Sanchez, Sr. Vice President of Imperial Bank, a California chartered bank, on behalf of said California chartered bank.



Shirley A. Davis

Notary Public in and for  
the State of California

Shirley A. Davis  
Notary Printed Name