

03-12-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨

R SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office ONLY

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

1. Name of conveying party(ies): 3-7-03 Imperial Bank
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State - California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Gyration, Inc.
Internal
Address:
Street Address: 12930 Saratoga Avenue, Building C
City: Saratoga State: California Zip: 95070
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State California
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 Merger
Security Agreement Change of Name
[X] Other Release of Security Agreement
Execution Date: July 28, 1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
74/451,826
75/114,266
B. Trademark Registration No.(s)
1,842,813
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda G. Henry, Esq.
Internal Address:
Street Address: Fenwick & West LLP
Silicon Valley Center, 801 California Street
City: Mountain View State: CA Zip: 94041-2008

7. Total fee (37 CFR 3.41)..... \$90.00
[X] Enclosed
[X] Authorized to be charged to deposit account, if necessary

8. Deposit account number: 500261

DO NOT USE THIS SPACE

9. Signature. Linda G. Henry, Esq. Signature Date March 6, 2003

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

03/11/2003 DBYRNE 00000129 74451826

01 FC:8521
02 FC:8522

49-00 DP
50-00 DP
Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EV255745070US

TRADEMARK
REEL: 002687 FRAME: 0907

RELEASE

This Release (the "Release") is made as of July 28, 1997, by Imperial Bank ("Bank") to and in favor of GYRATION, Inc., a California corporation ("Borrower").

Recitals:

WHEREAS, Bank made loans (the "Loans") to Borrower pursuant to the terms of the Credit Terms and Conditions with Addendum dated September 21, 1995, and as amended by letters dated March 7, 1996, March 25, 1996, November 27, 1996, January 17, 1997, February 20, 1997, March 3, 1997, March 11, 1997, April 21, 1997, July 11, 1997 and July 25, 1997 (collectively referred to as the "Loan Agreement").

WHEREAS, as collateral security for the Loans, Borrower granted certain security interests to Bank, pursuant to (i) the Security and Loan Agreement, dated September 21, 1995; the General Security Agreement, dated September 21, 1995; and the General Security Agreement dated February 28, 1997 (collectively, the "Security Agreements") and (ii) the Intellectual Property Security Agreement, dated as of December 31, 1996; the Patent Security Agreement, dated as of December 31, 1996; the Trademark Security Agreement, dated as of December 31, 1996; and the Copyright Security Agreement, dated as of December 31, 1996 (the "Intellectual Property Security Agreements").

WHEREAS, Borrower is entering into a Note and Warrant Purchase Agreement with New York Life Insurance Company (the "Additional Lender") for the issuance of a \$500,000 secured demand promissory note to the Additional Lender and the grant to the Additional Lender of a security interest in substantially all of Borrower's assets;

WHEREAS, Bank has agreed to release its security interests in the assets of the Borrower, subject to the exception noted below;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Release of Security Agreements and Intellectual Property Security Agreements.

(a) Bank fully releases any and all of its right, title and interest (including, without limitation, any security interest) in and to all of the tangible and intangible assets of the Borrower it may have pursuant to the Security Agreements and the Intellectual Property Security Agreements, including, without limitation, all liens, pledges, financing statements (including without limitation Financing Statement Nos. 9534660028 filed December 2, 1995 and 9702760570 filed January 27, 1997), encumbrances, and other security interests, except for the following:

1. Non-negotiable Certificate of Deposit No. 4145260001, issued by Imperial Bank in the name of Debtor in an aggregate principal amount of \$200,000.00 (the "CD").

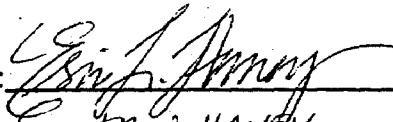
Such release does not apply to statutory rights of setoff of Bank in other deposit accounts of Borrower maintained with Bank. Bank acknowledges that the Additional Lender may hold a perfected security interest in the deposit accounts of Borrower maintained with Bank, other than the CD.

(b) Bank hereby releases Borrower from any and all obligations under the Intellectual Property Security Agreements and agrees that the Intellectual Property Security Agreements shall hereby terminate and become void.

Section 2. Miscellaneous. Bank agrees to execute such further documentation and instruments as Borrower and the Additional Lender may reasonably request to carry out the purposes of this Release. In case any provision or obligation under this Release shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. This Release shall be binding upon and inure to the benefit of Bank and Borrower, and their respective successors and assigns.

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its officers thereunto duly authorized as of the date first above written.

IMPERIAL BANK

By:   
Name: ERIN HANEY  
Title: A.V.P.

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of December 31, 1996 ("*Security Agreement*"), by GYRATION, INC., a California corporation, having its chief executive office and principal place of business at 12930 Saratoga Avenue, Building C, Saratoga, California 95070 ("*Grantor*"), in favor of IMPERIAL BANK ("*Bank*"), having its head office at 226 Airport Parkway, San Jose, California 95110.

## RECITALS

A. Pursuant to the terms of that certain Security and Loan Agreement dated September 21, 1995 ("*Security and Loan Agreement*") and that certain Credit Terms and Conditions with Addendum dated September 21, 1995 ("*Credit Terms*"), as amended by letters dated January 18, 1996, March 7, 1996, and March 25, 1996, and the Fourth Amendment defined below (as the same may be further amended, modified or supplemented from time to time, together with the Security and Loan Agreement and the Credit Terms, collectively, the "*Loan Agreement*"), entered into between Grantor and Bank, Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Loan Agreement (collectively, the "*Loans*").

B. Bank and Grantor are entering into an amendment to the Loan Agreement pursuant to the terms of a letter dated November 27, 1996 (the "*Fourth Amendment*"), whereby Bank has agreed to make certain modifications to the Loans as further described therein.

C. Bank is willing to enter into the Fourth Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank this Security Agreement whereby Grantor shall have granted to Bank a security interest in the Collateral (as hereinafter defined) securing Grantor's obligations under the Loan Documents (as hereinafter defined).

## AGREEMENT

NOW, THEREFORE, in order to induce Bank to enter into the Fourth Amendment and to continue to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Collateral" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest.

"Copyrights" means all of the following now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country; (iii) any continuations, renewals or extensions thereof; and (iv) any registrations to be issued in any pending applications.

"General Intangibles" means any "general intangibles," as such term is defined in section 9106 of the UCC, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires an interest.

SCHEDULE III

COPYRIGHTS, PATENTS AND TRADEMARKS

1. Copyrights:

None.

2. Patents:

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Assignment</u>
U.S. PATENTS				
GYROSCOPIC POINTER	5,440,326	08/08/95	Quinn, Thomas	Gyration, Inc. (filed against appl. No. 8- 651 01/05/93)
SHAFT ANGLE ENCODER WITH ROTATING OFF-AXIS INTERFERENCE PATTERN	5,138,154	08/11/92	Hotelling, S.	Gyration, Inc. (filed against appl. No. 75- 504,348 filed 04/04/90)
EUROPEAN PATENTS				
GYROSCOPIC DEVICE (et al.,)	Priority Data: US 334675	11/04/94	Field, J.	N/A
GYROSCOPIC TYPE	Priority Data: US 497127	03/21/90	Quinn, T.	N/A
SHAFT ANGLE ENCODER	Priority Data: US 5138154	08/11/92	Hotelling, S.	N/A

3. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Reg/Serial No.</u>	<u>Filing Date</u>	<u>Assignment</u>
MICROGYRO	Pending	75-114,266	06/04/96	N/A
NAVBOX	Pending	74-451,826	08/09/94	N/A

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121296

GYROENGINE Registered 1,842,813 07/05/94 N/A

GYROPOINT Registered 1,794,145 09/21/93 Gyration, Inc.

Reel/Frame:

0953/0032

MOBILPOINT Abandoned

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