

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.	FORMERLY Foothill Capital Corporation	09/09/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	3Dlabs Inc.
Street Address:	c/o 1901 McCarthy Boulevard
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
Entity Type:	CORPORATION: DELAWARE

Name:	3Dlabs (Alabama) Inc.
Street Address:	9668 Madison Boulevard
City:	Madison
State/Country:	ALABAMA
Postal Code:	35758
Entity Type:	CORPORATION: DELAWARE

Name:	3D Labs, Inc., Ltd.
Street Address:	Claredon House, 2 Church Street
City:	Hamilton
State/Country:	BERMUDA
Entity Type:	COMPANY: BERMUDA

Name:	3Dlabs Limited
Street Address:	79 Knightsbridge
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1X 7RB

CH \$240.00 74524901

Entity Type: COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	74524901	3DLABS
Serial Number:	74551270	GLINT
Serial Number:	74557949	GLINT
Serial Number:	75028913	PERMEDIA
Serial Number:	75028916	PERMEDIA
Serial Number:	75141355	OXYGEN
Serial Number:	75297496	GLINT GAMMA
Serial Number:	75326311	POWERTHREADS
Serial Number:	76223524	WILDCAT

CORRESPONDENCE DATA

Fax Number: (408)428-6699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4084286600
Email: darren_hutchins@creativelabs.com
Correspondent Name: Darren Hutchins
Address Line 1: 1901 McCarthy Boulevard
Address Line 2: Creative Labs, Inc., Legal Department
Address Line 4: Milpitas, CALIFORNIA 95035

DOMESTIC REPRESENTATIVE

Name: Darren Hutchins
Address Line 1: 1901 McCarthy Boulevard
Address Line 2: Creative Labs, Inc., Legal Department
Address Line 4: Milpitas, CALIFORNIA 95035

DOMESTIC REPRESENTATIVE

Name: Darren Hutchins
Address Line 1: 1901 McCarthy Boulevard
Address Line 2: Creative Labs, Inc., Legal Dept.
Address Line 4: Milpitas, CALIFORNIA 95035

NAME OF SUBMITTER:	Darren Hutchins
Signature:	/Darren Hutchins/
Date:	02/28/2005

Total Attachments: 22

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Termination Agreement and Release

This Termination Agreement and Release (this "Agreement") is made this 9th day of September, 2003, by and between, on the one hand, Wells Fargo Foothill, Inc., a California corporation, formerly known as Foothill Capital Corporation, a California corporation ("Lender"), and on the other hand, 3Dlabs (Alabama) Inc., a Delaware corporation ("3Dlabs Alabama"), and 3Dlabs Inc., a Delaware corporation ("3Dlabs," and collectively with 3Dlabs Alabama, "Borrowers" and individually, "Borrower") and 3Dlabs Inc., Ltd., a company organized under the laws of Bermuda ("3Dlabs Bermuda"), and 3Dlabs Limited, a company organized under the laws of England ("3Dlabs England," and collectively with 3Dlabs Bermuda, the "Guarantors"; together with Borrowers, each an "Obligor", and individually and collectively, jointly and severally, the "Obligors").

This Agreement is entered into with reference to the following:

A. On or about July 27, 2001, Lender and Borrowers entered into that certain Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), and Lender and the Obligors entered into other related Loan Documents (as that term is defined in the Loan Agreement, and all other capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which Lender extended certain financial accommodations to Borrowers, and, among other things, each Borrower granted in favor of Lender a security interest in and liens on substantially all of such Borrower's assets.

B. The Obligors executed in favor of and delivered to Lender certain guaranties, pledge agreements, security agreements, pledge agreements, and other documents in connection with the financial accommodations to Borrowers under the Loan Documents.

C. The Obligors, in the exercise of their independent business judgment, wish to repay in full in immediately available funds all Obligations under the Loan Agreement and the other Loan Documents to exercise their option to terminate the Loan Agreement prior to the stated maturity date of July 27, 2004, pursuant to the provisions of Section 3.6 of the Loan Agreement subject to and in accordance with the terms and conditions set forth in this Agreement, including the releases contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto acknowledges and agrees as follows.

1. Payoff Amount and Expense Payoff Reserve. On or before 11:00 a.m., Los Angeles time, on September 9, 2003 (the "Payoff Date"), the Obligors shall pay to Lender, in immediately available funds, the aggregate amount of \$136,125.29, subject to adjustment as set forth in this paragraph 1 (the "Payoff Amount"), consisting of:

\$3.57 in respect of unpaid principal outstanding under the Loan Agreement (assuming no further loans or repayments are made); and

\$136,121.72 representing fees and expenses of Lender payable by the Obligors pursuant to the Loan Documents consisting of (A) \$3,500.00 in respect of the monthly servicing fees set forth in the Fee Letter, (B) \$327.81 in respect of professional fees and costs, (C) \$0 in respect of the unused line fee (the per diem accrual of such unused line fee being \$0 per day for each day or portion thereof that elapses after 11:00 a.m., Los Angeles time on the Payoff Date before Lender receives payment in full in immediately available funds of the Payoff Amount); (D) \$7,000.00 in respect of the Expense Reserve, defined below; (E) \$0 in Letter of Credit fees;

(F) \$125,000.00 for the Applicable Prepayment Premium; and (G) \$293.91 in respect of float charges.

Each Obligor and Lender each acknowledges and agrees that the Payoff Amount includes a fee, cost, and expense reserve in the amount of \$7,000.00 (the "Expense Reserve") which will be held by Lender until all of the fees, costs, and expenses payable in connection with the Loan Documents, the termination of the Loan Agreement, or the performance of the parties under this Agreement have been posted to the Borrowers' loan account with the balance, if any, remaining after such application to be remitted by Lender to Borrowers. If Lender incurs fees, costs, or expenses that exceed the Expense Reserve or if Lender incurs fees, costs, or expenses after the balance of the Expense Reserve has been remitted to Borrowers, including without limitation, fees, costs, or expenses that arise from or relate to litigation or any other dispute resolution proceeding involving the Loan Agreement, the termination of the Loan Agreement or the performance of the parties under this Agreement, Borrowers shall reimburse Lender, promptly after receipt of a demand therefore (and in any event within three Business Days of such request), for the full amount of all such fees, costs, or expenses.

Please transfer the Payoff Amount to JPMorgan Chase Bank, New York, New York, ABA Number 021000021, credit to Wells Fargo Foothill, Inc., Account Number 323-266193, Reference: 3Dlabs, by wire transfer of immediately available funds for receipt no later than 11:00 a.m. Los Angeles time on the Payoff Date.

2. Termination of Obligations Other Than Indemnity or Obligation in Respect of Letters of Credit; Revival and Reinstatement of Obligations. Lender and each Obligor each acknowledges and agrees that upon Lender's receipt of (a) a fully executed counterpart of this Agreement signed by Lender and each Obligor and (b) the Payoff Amount, all

of the Obligations under the Loan Documents shall be terminated and satisfied in full and Lender's Liens in and to the Collateral shall be released and terminated; provided, however, that (A) all Indebtedness of any Obligor in respect of Borrowers' Obligations to indemnify each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse Lender for Lender Expenses shall remain in full force and effect, (B) all Indebtedness of any Obligor in respect of Borrowers' Obligations to Lender pursuant to Section 2.12 in respect of any outstanding Letters of Credit shall remain in full force and effect, and (C) to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any Insolvency Proceeding or otherwise, the Obligations, other Indebtedness of any Obligor to Lender, or part thereof which were intended to be satisfied by any such payment or proceeds shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this Agreement shall in no way impair the claims of Lender with respect to the revived Obligations or other Indebtedness of any Obligor to Lender.

3. Termination of Loan Documents. Each Obligor hereby confirms and agrees that (i) the Commitment of Lender to extend credit under the Loan Agreement and the other Loan Documents is terminated as of the Payoff Date, and, as of the Payoff Date, Lender has no further obligation to extend credit to any Obligor under the Loan Documents, and (ii) upon Lender's receipt of (a) a fully executed counterpart of this Agreement signed by Lender

and each Obligor and (b) the Payoff Amount, each of the Loan Agreement and the other Loan Documents is terminated except as specifically set forth in this Agreement.

4. Release of Collateral. Effective upon Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor and (B) the Payoff Amount, Lender hereby authorizes the Obligors to prepare and, upon written approval by Lender, file any Uniform Commercial Code termination statements that (i) the Obligors reasonably may request to release, as of record, the financing statements previously filed by Lender, with respect to the Obligations, the Obligors under the Loan Documents. Upon Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor, and (B) the Payoff Amount, Lender will, as promptly as is reasonably practicable:

- (a) Execute and deliver any and all other lien releases and other similar discharge or release documents (and if applicable, in recordable form) that (i) the Obligors reasonably may request to release, as of record and without any recourse, representation, or warranty, the security interests and all other notices of security interests and liens previously filed by Lender with respect to the Obligations, and (ii) at Lender's election, the Obligors prepare; and
- (b) Return (without recourse, representation or warranty) to the Obligors (or any one of them that Lender selects), within ten (10) Business Days after Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor, and (B) the Payoff Amount, any and all pledged stock certificates and related stock powers, pledged notes and related endorsements, and any other pledged instruments and related

endorsements previously delivered to Lender in connection with the Loan Documents.

5. Representations or Warranties. Lender does not make any representation or warranty with respect to the state of title to any collateral securing the Obligations or any other Indebtedness of any Obligor to Lender or any other matter respecting the Loan Documents. Each Obligor represents and warrants that it has the power and authority to enter into this Agreement.

6. Additional Documents. Lender shall execute and deliver to or for the Obligors, at the Obligors' sole expense, such additional documents (that, at Lender's election, the Obligors prepare) and shall provide additional information as the Obligors may reasonably require to carry out the terms of this Agreement.

7. Conditions. The obligations of Lender under this Agreement are subject to the fulfillment, to the satisfaction of Lender, of the following conditions precedent: (a) Lender shall have received a counterpart of this Agreement duly executed by each of the parties hereto and (b) Lender shall have received the Payoff Amount.

8. Released Matters. The claims released pursuant to this Agreement (the "Released Claims") include all claims of any kind or nature between Lender and any Obligor (or Obligor's successors-in-title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under such Obligor for its past, present and future employees, agents, representatives, officers, directors, shareholders, and trustees), including but not limited to all any and all manner of action and actions, cause and causes of action (whether at law or in equity), demands, counterclaims, obligations, liabilities, indebtedness, responsibilities, disputes, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance,

malfesance, suits, debts, dues, sums of money, accounts, reckonings, compensations, bonds, bills, specialties, covenants, contracts, controversies, promises, damages, judgments, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, rights of offset, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, which in any way arise out of, are connected with or relate to the Loan Documents.

9. Release by the Obligors. Each Obligor, and their respective predecessors, successors and assigns, hereby fully, finally, irrevocably, forever and unconditionally release, discharge and acquit each Lender-Related Person from all Released Claims.

10. Release by Lender of each Obligor. Lender hereby fully, finally, irrevocably, and forever releases, discharges, and acquits each Obligor from all Released Claims other than claims related to any of the following: (a) this Agreement, (b) Borrowers' Obligations to indemnify each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse Lender for Lender Expenses, (c) Borrowers' Obligations to Lender pursuant to Section 2.12 in respect of any outstanding Letters of Credit, and (d) to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any Insolvency Proceeding or otherwise, the Obligations, other Indebtedness of any Obligor to Lender, or part thereof which were intended to be satisfied by any such payment or proceeds shall be revived and continue to be in full force and effect, as if the payment or proceeds had

never been received by Lender, and this Agreement shall in no way impair the claims of Lender with respect to the revived Obligations or other Indebtedness of any Obligor to Lender.

11. Waiver of Statutory Benefits. The parties intend that the foregoing releases shall be effective as a full and final accord and satisfaction of Released Claims, and each of the parties hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed. In this connection, each of the parties hereby agrees, represents and warrants that it realizes and acknowledges that (a) factual matters now existing and unknown to it may have given or may hereafter give rise to Released Claims which are presently unknown, unsuspected, unliquidated, unmatured and/or contingent, (b) such Released Claims may be unknown, unsuspected, unliquidated, unmatured and/or contingent due to ignorance, oversight, error, negligence or otherwise, and (c) if such Released Claims had been known, suspected, liquidated, matured and/or unconditional, such party's decision to enter into this release may have been materially affected. Each party further agrees, represents and warrants that this release has been negotiated and agreed upon in view of these realizations. Nevertheless, each party granting a release hereby intends to release, discharge, and acquit the parties receiving a release of and from any such unknown, unsuspected, unliquidated, unmatured and/or contingent Released Claims which are in any way set forth in or related to the matters identified hereinabove. EACH OF LENDER AND EACH OBLIGOR HEREBY EXPLICITLY WAIVES ALL RIGHTS UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH OF LENDER AND EACH OBLIGOR AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR PRINCIPLE, INCLUDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE, SHALL AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

12. No Assignment. Each of the Obligors agrees, represents, and warrants that such Obligor has not voluntarily, by operation of law or otherwise, assigned, conveyed, transferred or encumbered, either directly or indirectly, in whole or in part, any right to or interest in any of the Released Claims.

13. Choice of Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among parties resident therein. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Advice of Counsel. Each party has had advice of independent counsel of its own choosing in negotiations for and the preparation of this Agreement, has read this

Agreement in full and final form, and has had this Agreement fully explained to it to its satisfaction.

15. No Third Party Beneficiaries. This Agreement is executed for the parties hereto, and no other person, corporation, partnership, individual or other entity not a party to this Agreement shall have any rights herein as a third party beneficiary or otherwise, except to the extent expressly and specifically provided herein.

16. Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, and each duplicate faxed signature copy shall be deemed to be an original of this Agreement.


17. Entire Agreement. This is the entire Agreement between the parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

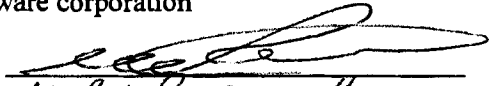
WELLS FARGO FOOTHILL, INC.,
a California corporation

By: _____
Name: _____
Its: _____

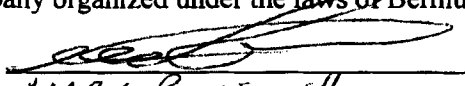
3DLABS (ALABAMA) INC.,
a Delaware corporation

By: 
Name: MARK ROSEWELL
Its: VICE PRESIDENT, FINANCE

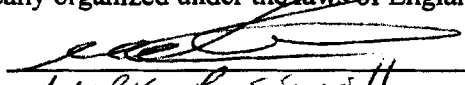
3DLABS, INC.,
a Delaware corporation

By: 
Name: MARK ROSEWELL
Its: VICE PRESIDENT, FINANCE

3DLABS INC., LTD.,
a company organized under the laws of Bermuda

By: 
Name: MARK ROSEWELL
Its: VICE PRESIDENT, FINANCE

3DLABS LIMITED,
a company organized under the laws of England

By: 
Name: MARK ROSEWELL
Its: VICE PRESIDENT, FINANCE

Termination Agreement and Release

This Termination Agreement and Release (this "Agreement") is made this 9th day of September, 2003, by and between, on the one hand, Wells Fargo Foothill, Inc., a California corporation, formerly known as Foothill Capital Corporation, a California corporation ("Lender"), and on the other hand, 3Dlabs (Alabama) Inc., a Delaware corporation ("3Dlabs Alabama"), and 3Dlabs Inc., a Delaware corporation ("3Dlabs," and collectively with 3Dlabs Alabama, "Borrowers" and individually, "Borrower") and 3Dlabs Inc., Ltd., a company organized under the laws of Bermuda ("3Dlabs Bermuda"), and 3Dlabs Limited, a company organized under the laws of England ("3Dlabs England," and collectively with 3Dlabs Bermuda, the "Guarantors"; together with Borrowers, each an "Obligor", and individually and collectively, jointly and severally, the "Obligors").

This Agreement is entered into with reference to the following:

A. On or about July 27, 2001, Lender and Borrowers entered into that certain Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), and Lender and the Obligors entered into other related Loan Documents (as that term is defined in the Loan Agreement, and all other capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which Lender extended certain financial accommodations to Borrowers, and, among other things, each Borrower granted in favor of Lender a security interest in and liens on substantially all of such Borrower's assets.

B. The Obligors executed in favor of and delivered to Lender certain guaranties, pledge agreements, security agreements, pledge agreements, and other documents in connection with the financial accommodations to Borrowers under the Loan Documents.

C. The Obligors, in the exercise of their independent business judgment, wish to repay in full in immediately available funds all Obligations under the Loan Agreement and the other Loan Documents to exercise their option to terminate the Loan Agreement prior to the stated maturity date of July 27, 2004, pursuant to the provisions of Section 3.6 of the Loan Agreement subject to and in accordance with the terms and conditions set forth in this Agreement, including the releases contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto acknowledges and agrees as follows.

1. Payoff Amount and Expense Payoff Reserve. On or before 11:00 a.m., Los Angeles time, on September 9, 2003 (the "Payoff Date"), the Obligors shall pay to Lender, in immediately available funds, the aggregate amount of \$136,125.29, subject to adjustment as set forth in this paragraph 1 (the "Payoff Amount"), consisting of:

\$3.57 in respect of unpaid principal outstanding under the Loan Agreement (assuming no further loans or repayments are made); and

\$136,121.72 representing fees and expenses of Lender payable by the Obligors pursuant to the Loan Documents consisting of (A) \$3,500.00 in respect of the monthly servicing fees set forth in the Fee Letter, (B) \$327.81 in respect of professional fees and costs, (C) \$0 in respect of the unused line fee (the per diem accrual of such unused line fee being \$0 per day for each day or portion thereof that elapses after 11:00 a.m., Los Angeles time on the Payoff Date before Lender receives payment in full in immediately available funds of the Payoff Amount); (D) \$7,000.00 in respect of the Expense Reserve, defined below; (E) \$0 in Letter of Credit fees;

(F) \$125,000.00 for the Applicable Prepayment Premium; and (G) \$293.91 in respect of float charges.

Each Obligor and Lender each acknowledges and agrees that the Payoff Amount includes a fee, cost, and expense reserve in the amount of \$7,000.00 (the "Expense Reserve") which will be held by Lender until all of the fees, costs, and expenses payable in connection with the Loan Documents, the termination of the Loan Agreement, or the performance of the parties under this Agreement have been posted to the Borrowers' loan account with the balance, if any, remaining after such application to be remitted by Lender to Borrowers. If Lender incurs fees, costs, or expenses that exceed the Expense Reserve or if Lender incurs fees, costs, or expenses after the balance of the Expense Reserve has been remitted to Borrowers, including without limitation, fees, costs, or expenses that arise from or relate to litigation or any other dispute resolution proceeding involving the Loan Agreement, the termination of the Loan Agreement or the performance of the parties under this Agreement, Borrowers shall reimburse Lender, promptly after receipt of a demand therefore (and in any event within three Business Days of such request), for the full amount of all such fees, costs, or expenses.

Please transfer the Payoff Amount to JPMorgan Chase Bank, New York, New York, ABA Number 021000021, credit to Wells Fargo Foothill, Inc., Account Number 323-266193, Reference: 3Dlabs, by wire transfer of immediately available funds for receipt no later than 11:00 a.m. Los Angeles time on the Payoff Date.

2. Termination of Obligations Other Than Indemnity or Obligation in Respect of Letters of Credit; Revival and Reinstatement of Obligations. Lender and each Obligor each acknowledges and agrees that upon Lender's receipt of (a) a fully executed counterpart of this Agreement signed by Lender and each Obligor and (b) the Payoff Amount, all

of the Obligations under the Loan Documents shall be terminated and satisfied in full and Lender's Liens in and to the Collateral shall be released and terminated; provided, however, that (A) all Indebtedness of any Obligor in respect of Borrowers' Obligations to indemnify each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse Lender for Lender Expenses shall remain in full force and effect, (B) all Indebtedness of any Obligor in respect of Borrowers' Obligations to Lender pursuant to Section 2.12 in respect of any outstanding Letters of Credit shall remain in full force and effect, and (C) to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any Insolvency Proceeding or otherwise, the Obligations, other Indebtedness of any Obligor to Lender, or part thereof which were intended to be satisfied by any such payment or proceeds shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this Agreement shall in no way impair the claims of Lender with respect to the revived Obligations or other Indebtedness of any Obligor to Lender.

3. Termination of Loan Documents. Each Obligor hereby confirms and agrees that (i) the Commitment of Lender to extend credit under the Loan Agreement and the other Loan Documents is terminated as of the Payoff Date, and, as of the Payoff Date, Lender has no further obligation to extend credit to any Obligor under the Loan Documents, and (ii) upon Lender's receipt of (a) a fully executed counterpart of this Agreement signed by Lender

and each Obligor and (b) the Payoff Amount, each of the Loan Agreement and the other Loan Documents is terminated except as specifically set forth in this Agreement.

4. Release of Collateral. Effective upon Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor and (B) the Payoff Amount, Lender hereby authorizes the Obligors to prepare and, upon written approval by Lender, file any Uniform Commercial Code termination statements that (i) the Obligors reasonably may request to release, as of record, the financing statements previously filed by Lender, with respect to the Obligations, the Obligors under the Loan Documents. Upon Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor, and (B) the Payoff Amount, Lender will, as promptly as is reasonably practicable:

- (a) Execute and deliver any and all other lien releases and other similar discharge or release documents (and if applicable, in recordable form) that (i) the Obligors reasonably may request to release, as of record and without any recourse, representation, or warranty, the security interests and all other notices of security interests and liens previously filed by Lender with respect to the Obligations, and (ii) at Lender's election, the Obligors prepare; and
- (b) Return (without recourse, representation or warranty) to the Obligors (or any one of them that Lender selects), within ten (10) Business Days after Lender's receipt of (A) a fully executed counterpart of this Agreement signed by Lender and each Obligor, and (B) the Payoff Amount, any and all pledged stock certificates and related stock powers, pledged notes and related endorsements, and any other pledged instruments and related

endorsements previously delivered to Lender in connection with the Loan Documents.

5. Representations or Warranties. Lender does not make any representation or warranty with respect to the state of title to any collateral securing the Obligations or any other indebtedness of any Obligor to Lender or any other matter respecting the Loan Documents. Each Obligor represents and warrants that it has the power and authority to enter into this Agreement.

6. Additional Documents. Lender shall execute and deliver to or for the Obligors, at the Obligors' sole expense, such additional documents (that, at Lender's election, the Obligors prepare) and shall provide additional information as the Obligors may reasonably require to carry out the terms of this Agreement.

7. Conditions. The obligations of Lender under this Agreement are subject to the fulfillment, to the satisfaction of Lender, of the following conditions precedent: (a) Lender shall have received a counterpart of this Agreement duly executed by each of the parties hereto and (b) Lender shall have received the Payoff Amount.

8. Released Matters. The claims released pursuant to this Agreement (the "Released Claims") include all claims of any kind or nature between Lender and any Obligor (or Obligor's successors-in-title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under such Obligor for its past, present and future employees, agents, representatives, officers, directors, shareholders, and trustees), including but not limited to all any and all manner of action and actions, cause and causes of action (whether at law or in equity), demands, counterclaims, obligations, liabilities, indebtedness, responsibilities, disputes, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance,

malfeasance, suits, debts, dues, sums of money, accounts, reckonings, compensations, bonds, bills, specialties, covenants, contracts, controversies, promises, damages, judgments, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, rights of offset, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, which in any way arise out of, are connected with or relate to the Loan Documents.

9. Release by the Obligors. Each Obligor, and their respective predecessors, successors and assigns, hereby fully, finally, irrevocably, forever and unconditionally release, discharge and acquit each Lender-Related Person from all Released Claims.

10. Release by Lender of each Obligor. Lender hereby fully, finally, irrevocably, and forever releases, discharges, and acquits each Obligor from all Released Claims other than claims related to any of the following: (a) this Agreement, (b) Borrowers' Obligations to indemnify each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse Lender for Lender Expenses, (c) Borrowers' Obligations to Lender pursuant to Section 2.12 in respect of any outstanding Letters of Credit, and (d) to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any Insolvency Proceeding or otherwise, the Obligations, other Indebtedness of any Obligor to Lender, or part thereof which were intended to be satisfied by any such payment or proceeds shall be revived and continue to be in full force and effect, as if the payment or proceeds had

never been received by Lender, and this Agreement shall in no way impair the claims of Lender with respect to the revived Obligations or other Indebtedness of any Obligor to Lender.

11. Waiver of Statutory Benefits. The parties intend that the foregoing releases shall be effective as a full and final accord and satisfaction of Released Claims, and each of the parties hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed. In this connection, each of the parties hereby agrees, represents and warrants that it realizes and acknowledges that (a) factual matters now existing and unknown to it may have given or may hereafter give rise to Released Claims which are presently unknown, unsuspected, unliquidated, unmatured and/or contingent, (b) such Released Claims may be unknown, unsuspected, unliquidated, unmatured and/or contingent due to ignorance, oversight, error, negligence or otherwise, and (c) if such Released Claims had been known, suspected, liquidated, matured and/or unconditional, such party's decision to enter into this release may have been materially affected. Each party further agrees, represents and warrants that this release has been negotiated and agreed upon in view of these realizations. Nevertheless, each party granting a release hereby intends to release, discharge, and acquit the parties receiving a release of and from any such unknown, unsuspected, unliquidated, unmatured and/or contingent Released Claims which are in any way set forth in or related to the matters identified hereinabove. EACH OF LENDER AND EACH OBLIGOR HEREBY EXPLICITLY WAIVES ALL RIGHTS UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH OF LENDER AND EACH OBLIGOR AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR PRINCIPLE, INCLUDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE, SHALL AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

12. No Assignment. Each of the Obligors agrees, represents, and warrants that such Obligor has not voluntarily, by operation of law or otherwise, assigned, conveyed, transferred or encumbered, either directly or indirectly, in whole or in part, any right to or interest in any of the Released Claims.

13. Choice of Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among parties resident therein. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Advice of Counsel. Each party has had advice of independent counsel of its own choosing in negotiations for and the preparation of this Agreement, has read this

Agreement in full and final form, and has had this Agreement fully explained to it to its satisfaction.

15. No Third Party Beneficiaries. This Agreement is executed for the parties hereto, and no other person, corporation, partnership, individual or other entity not a party to this Agreement shall have any rights herein as a third party beneficiary or otherwise, except to the extent expressly and specifically provided herein.

16. Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, and each duplicate faxed signature copy shall be deemed to be an original of this Agreement.

17. Entire Agreement. This is the entire Agreement between the parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

WELLS FARGO FOOTHILL, INC.,
a California corporation

By: [Signature]
Name: TRENT A. SMART
Its: VICE PRESIDENT

3DLABS (ALABAMA) INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

3DLABS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

3DLABS INC., LTD.,
a company organized under the laws of Bermuda

By: _____
Name: _____
Its: _____

3DLABS LIMITED,
a company organized under the laws of England

By: _____
Name: _____
Its: _____