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U.S. Department of Commerce
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Effective Date
Month Day Year
- Change of Name _____
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name
For nerly

Execution Date
Month Day Year

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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08/17/1998 DNGUYEN 00000013 74731131
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Name

Address (line 1)

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Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

415-281-1330

Name

Mark Porter, Esq.

Address (line 1)

FENWICK & WEST LLP

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100 The Embarcadero

Address (line 3)

Suite 300

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San Francisco, CA 94105

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trade Application Number(s)

Registration Number(s)

74/731,131
74/675,541
74/675,510

Number of Properties Enter the total number of properties involved.

#

3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$90.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0261

Authorization to charge additional fees:

YesX

No

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 of the original document. Charges to deposit account are authorized, as indicated herein.

John J. Sullivan

Name of Person Signing



Signature

August 12, 1998

Date Signed

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY
INTEREST IN TRADEMARKS AND ASSOCIATED GOODWILL

This Termination, Release and Reassignment (this "**Release**") is made with regard to that certain Memorandum of Security Interest in Trademarks and Associated Goodwill (the "**Agreement**"), dated as of August 26, 1996, by and between Protozoa, Inc., a California corporation, whose present address is 2727 Mariposa Street, Studio 100, San Francisco, CA 94110 (the "**Company**") and Stream SpA, an Italian company, whose address is Via Salaria 1021, Rome 00138, Italy ("**Secured Party**") and filed in the United States Patent and Trademark Office on September 23, 1996, and recorded in Reel 1504, Frame 0846. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, pursuant to the Agreement and the Loan and Security Agreement, dated as of August 26, 1996 by and between the Company and Secured Party, the Company granted the Secured Party a security interest (the "**Security Interest**") in and to all its trademarks, common law trademarks, trade names, service marks, common law service marks, service names, slogans and abbreviations or variations thereof, which relate to or are used in connection with the Products (as defined in the Agreement), and all registrations, applications for registration and licenses therefor, all continuations, continuations-in-part, renewals or extensions thereof heretofore or hereafter filed, issued or acquired together with the right to sue for damages by reason of infringement of any such rights, including the Trademarks listed on Annex A hereto (the "**Trademark Collateral**") to secure the performance of all the Company's Obligations under the Loan Documents (as defined in the Loan and Security Agreement);

WHEREAS, the Company has performed and discharged its Obligations under the Loan Documents;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party releases, terminates and discharges all right, title and interest (including but not limited to the security interest granted to the Secured Party by the Agreement) in, to or under the Trademark Collateral, and any right, title and interest of the Security Party shall hereby cease and become void, and the Agreement shall hereby terminate.

The Secured Party hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Company reasonably shall request to terminate any security interest in the Trademark Collateral pursuant to the Agreement and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

The Secured Party acknowledges and agrees that the Purchaser and its successors and assigns may rely upon this Release and Secured Party further consents to the issuance to Purchaser by the Commissioner of Patents and Trademarks of any Patent currently in application,

and the recordation of a copy hereof in the United States Patent and Trademark Office and elsewhere as may be necessary or desirable to give full effect hereto.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer thereunto as of the 19th day of March, 1998.

STREAM SpA

By Martino Ajmone
Name: Martino Ajmone Morson
Its: Stream USA President

ANNEX A

Mark	Class	App. Serial No.	Filing Date
MISCELLANEOUS DESIGN	009	74/731,131	09/19/95
PROTOZOA	009	74/675,541	05/15/95
PROTOZOA	041	74/675,510	05/15/95