

mad  
10-1-98

10-13-1998



100849577

Docket No.:

23656.51

RECEIVED

Tab settings

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**SUMITOMO BANK OF NEW YORK TRUST COMPANY**

- Individual(s)
- General Partnership
- Corporation-State
- Other **NEW YORK LIMITED PURPOSE TRUST CO.**

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **PACKARD BELL NEC, INC.**

Internal Address: \_\_\_\_\_

Street Address: **ONE PACKARD BELL WAY**

City: **SACRAMENTO** State: **CA** ZIP: **95828**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **DELAWARE**
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other **RELEASE OF SECURITY AGREEMENT**

Execution Date: **AUGUST 31, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/141,075	75/141,096	74/572,322
FILED	FILED	FILED
7/25/96	7/25/96	9/12/94

Additional numbers

B. Trademark Registration No.(s)

Yes  No

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

Name: **CLAIRE CHINO, ESQ.**

Internal Address: **GRAHAM & JAMES LLP**

Street Address: **ONE MARITIME PLAZA, SUITE 300**

City: **SAN FRANCISCO** State: **CA** ZIP: **94111**

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**07-1850**

10/13/1998 TTM11 00000117 071850 75141075

DO NOT USE THIS SPACE

D1 FC:481 40.00 CH  
D2 FC:482 50.00 CH

Fee OK

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 of the original document.

**MARY DOUGHERTY**

Name of Person Signing

Signature

**OCTOBER 6, 1998**

Date

Total number of pages including cover sheet, attachments, and

**7**

TRADEMARK

REEL: 1797 FRAME: 0836

## RELEASE OF SECURITY INTERESTS

THIS RELEASE OF SECURITY INTERESTS, dated as of August 31, 1998 (this "Release"), is made by and between SUMITOMO BANK OF NEW YORK TRUST COMPANY, a New York limited purpose trust company, as collateral agent for the below-defined Lenders (in its capacity as collateral agent for the Lenders, the "Collateral Agent") and PACKARD BELL NEC, INC., a Delaware corporation (the "Borrower").

### WITNESSETH

WHEREAS, on or about September 12, 1994 and on or about July 25, 1996, Zenith Data Systems Corporation ("ZDS") filed applications (the "Applications") with the United States Patent and Trademark Office to register the marks described on Exhibit A hereto;

WHEREAS, ZDS and Cruise Technologies, Inc. ("Cruise") subsequently entered into a certain Assignment of United States Trademark Applications, dated February 26, 1997 (the "Assignment"), a copy of which is attached as Exhibit B hereto, whereby ZDS assigned to Cruise its entire right, title and interest in and to the Applications;

WHEREAS, the Borrower, The Sumitomo Bank, Limited, as administrative agent (the "Administrative Agent"), the financial institutions named as lenders therein (the "Lenders"), the Collateral Agent, and the co-agents and co-lead manager named therein entered into a certain loan transaction (the "Loan Transaction") on or about March 25, 1997, as evidenced by a certain Loan and Security Agreement among such parties, dated as of March 25, 1997 (as supplemented, amended, extended, restated and replaced from time to time, the "Loan Agreement");

WHEREAS, concurrently with the Loan Transaction, ZDS merged with the Borrower, whereby the Borrower remained as a surviving corporation;

WHEREAS, to induce the Lenders to enter into the Loan Agreement, the Borrower and the Collateral Agent entered into a certain Trademark Collateral Assignment and Security Agreement, dated as of March 25, 1997 (the "Trademark Security Agreement"), whereby the Borrower granted to the Collateral Agent a security interest in, among other things, the Applications;

WHEREAS, it has come to the Borrower's attention that the Borrower erroneously granted security interests in the Applications to the Collateral Agent under the Trademark Security Agreement, as the Applications had previously been assigned to Cruise and as the Borrower had no right, title or interest in the Applications; and

WHEREAS, in order to cure the error, the Borrower has requested that the security interests in the Applications granted by the Borrower to the Collateral Agent be released, and the Administrative Agent and the Collateral Agent have agreed to such release upon the terms and conditions of this Release.

### AGREEMENT

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

**Section 1. Borrower's Representations and Warranties.** The Borrower represents and warrants to the Administrative Agent, the Collateral Agent and the Lenders as follows:

(a) As of March 25, 1997, the Borrower had no right, title or interest in or to the Applications or the trademarks subject to the Applications (the "Trademarks"), and since March 25, 1997, the Borrower has had no right, title or interest in or to the Applications or the Trademarks; and

(b) The Borrower had no right to grant to the Collateral Agent any security interest in the Applications under the Trademark Security Agreement and it was an error to do so; and

(b) The Applications and the Trademarks collectively have a value not greater than one million dollars (\$1,000,000).

**Section 2. Release.** In reliance upon the Borrower's representations and warranties as set forth in Section 1 of this Release, the Collateral Agent hereby releases all of its right, title and interest in and to, and its security interests and liens on or arising under, the Applications and the Trademarks.

IN WITNESS WHEREOF, the Borrower and the Collateral Agent have executed this Release of Security Interests the day and year first above written.

**PACKARD BELL NEC, INC.**

By: William M. Owen  
Name: William M. Owen  
Title: Vice President and Senior Assistant General Counsel

**SUMITOMO BANK OF NEW YORK TRUST  
COMPANY, as Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

The Administrative Agent consents to the execution by the Collateral Agent of this Release.

**THE SUMITOMO BANK, LIMITED,  
as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

(a) As of March 25, 1997, the Borrower had no right, title or interest in or to the Applications or the trademarks subject to the Applications (the "Trademarks"), and since March 25, 1997, the Borrower has had no right, title or interest in or to the Applications or the Trademarks; and

(b) The Borrower had no right to grant to the Collateral Agent any security interest in the Applications under the Trademark Security Agreement and it was an error to do so; and

(b) The Applications and the Trademarks collectively have a value not greater than one million dollars (\$1,000,000).

Section 2. Release. In reliance upon the Borrower's representations and warranties as set forth in Section 1 of this Release, the Collateral Agent hereby releases all of its right, title and interest in and to, and its security interests and liens on or arising under, the Applications and the Trademarks.

IN WITNESS WHEREOF, the Borrower and the Collateral Agent have executed this Release of Security Interests the day and year first above written.

PACKARD BELL NEC, INC.

By: William M. Owen  
Name: William M. Owen  
Title: Vice President and Senior Assistant General Counsel

SUMITOMO BANK OF NEW YORK TRUST COMPANY, as Collateral Agent

By: Shinichi Ito  
Name: Shinichi Ito  
Title: President

The Administrative Agent consents to the execution by the Collateral Agent of this Release.

THE SUMITOMO BANK, LIMITED,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

(a) As of March 25, 1997, the Borrower had no right, title or interest in or to the Applications or the trademarks subject to the Applications (the "Trademarks"), and since March 25, 1997, the Borrower has had no right, title or interest in or to the Applications or the Trademarks; and

(b) The Borrower had no right to grant to the Collateral Agent any security interest in the Applications under the Trademark Security Agreement and it was an error to do so; and

(b) The Applications and the Trademarks collectively have a value not greater than one million dollars (\$1,000,000).

**Section 2. Release.** In reliance upon the Borrower's representations and warranties as set forth in Section 1 of this Release, the Collateral Agent hereby releases all of its right, title and interest in and to, and its security interests and liens on or arising under, the Applications and the Trademarks.

IN WITNESS WHEREOF, the Borrower and the Collateral Agent have executed this Release of Security Interests the day and year first above written.

**PACKARD BELL NEC, INC.**

By: William M. Owen  
Name: William M. Owen  
Title: Vice President and Senior Assistant General Counsel

**SUMITOMO BANK OF NEW YORK TRUST  
COMPANY, as Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

The Administrative Agent consents to the execution by the Collateral Agent of this Release.

**THE SUMITOMO BANK, LIMITED,  
as Administrative Agent**

By: Motosuke Yagaki  
Name: **MOTOSUKE YAGAKI**  
Title: **Joint General Manager**

EXHIBIT A  
APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
CRUISEPAD	74-572322	9/12/94
CRUISELAN	75-141096	7/25/96
MULTICRUISE	75-141075	7/25/96

EXHIBIT B  
ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATIONS

**ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATIONS**

WHEREAS, Zenith Data Systems Corporation, a Delaware corporation, having a principal place of business at One Packard Bell Way, Sacramento, California 95828 ("Assignor") owns the following United States trademark applications, which have been submitted to the United States Patent and Trademark Office ("PTO") for registration and developed in connection with its Mobile Product Line: CRUISEPAD, Serial No. 74/572,322; MULTICRUISE, Serial No. 75/141,075; CRUISELAN, Serial No. 75/141,096 ("Trademark Applications").

WHEREAS, Assignor entered into that certain Asset and Share Purchase Agreement dated February 14, 1997, with Cruise Technologies, Inc., a Delaware corporation, having a principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015 ("Assignee"), pursuant to which Assignor sold and Assignee purchased certain assets of its Mobile Product Line; including all of Assignor's right, title and interest in and to the Trademark Applications, and all goodwill connected with such Trademark Applications and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) Assignor hereby assigns unto Assignee its entire right, title and interest in and to the Trademark Applications, and all goodwill connected with such trademark Applications and symbolized thereby; and (ii) Assignor authorized the Commissioner of Patents and Trademarks of the PTO to assign the Trademark Registrations to the Assignee in accordance with the terms of this instrument.

IN TESTIMONY WHEREOF, I hereby set my hand this 26<sup>th</sup> day of February, 1997.

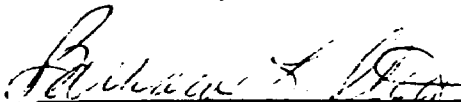
ZENITH DATA SYSTEMS CORPORATION

By:   
Name: Samuel M. Surloff  
Title: Vice President

State of California                    )  
County of Los Angeles            )

On this 26<sup>th</sup> day of February, 1997, before me, personally came Samuel M. Surloff, to me known and known to me to be Vice President of Zenith Data Systems Corporation, and acknowledged that he executed the foregoing instrument on behalf of such corporation.

WITNESS my hand and official seal.

  
Notary Public

