

MRD

RECORDATIC  
TRAD

01-15-1999



100942635

To the Honorable Commissioner of Patents and Trade.

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**MOTOROLA CREDIT CORPORATION**  
**1303 East Algonquin Road**  
**Schaumburg, IL 60196**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **RELEASE**
- Merger
- Change of Name

Execution Date: **December 14, 1998**

2. Name and address of receiving party(ies)

Name: **POSITIVE COMMUNICATIONS, INC.**

Internal Address:

Street Address: **5753 West Las Positas Boulevard**

City: **Pleasanton** State **California** ZIP: **94588**

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



12-28-1998

U.S. Patent & TMO/TTM Mail Receipt

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

(Serial No. 74/506,187)

B. Trademark Registration No.(s)

(Reg. No. 1,852,252) (Reg. No. 1,860,006)

(Reg. No. 2,000,228)

Additional numbers attached?  Yes  No

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

**Mr. Sigi Hinojosa**

Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41)

\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(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 of the original document.

**MR. SIGI HINOJOSA**

Name of Person Signing

Christina E Wilson

*[Handwritten Signature]*  
Signature

December 23, 1998

Date

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

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Trademark Security Interest Release is granted and conveyed as of October 30, 1998 by Motorola Credit Corporation, a Delaware corporation, having its principal business at 1303 East Algonquin Road, Schaumburg, Illinois 60196 ("Lender"), in favor of Positive Communications, Inc., a California corporation, having its principal business address at 5753 West Las Positas Boulevard, Pleasanton, California 94588 ("Positive Communications").

WHEREAS, Lender and Positive Communications entered into a Security Agreement on May 26, 1995, under which Positive Communications granted to Motorola Credit Corporation a security interest in the trademark applications and registrations listed on the attached Schedule A, and the goodwill associated therewith (the "Marks").

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded this Security Agreement on June 19, 1995, against the Marks at Trademark Reel 1364, Frame 0371; and

WHEREAS, Positive Communications has satisfied all of its outstanding obligations under the Security Agreement, and the parties seek to make a record of Lender's release and reassignment to Positive Communications of any and all of its security interest in the Marks

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Lender hereby (1) releases, discharges and relinquishes, as of October 30, 1998, its security interest in the Marks, and (2) reassigns to Positive Communications, as of October 30, 1998, all right, title, and interest that Lender may have had in the Marks including the goodwill associated with the Marks. Lender specifically acknowledges that the Security Agreement is no longer effective, and that Lender does not own any rights to or have any ownership interest in the Marks.

### **MOTOROLA CREDIT CORPORATION**

Date: 12-14-98

By: David A. Kliefoth  
David Kliefoth  
Director of Customer Finance of North America

# SCHEDULE A

## **Federal Trademark Application:**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
POSITIVE COMMUNICATIONS, INC.	74/506,187	March 23, 1994

## **Federal Trademark Registrations:**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
POSITIVE COMMUNICATIONS, INC.	1,852,252	September 6, 1994
POSITIVE COMMUNICATIONS, INC.	1,860,006	October 25, 1994
POSITIVE COMMUNICATIONS, INC.	2,000,228	September 10, 1996

## **Canadian Trademark Registration:**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
POSITIVE COMMUNICATIONS, INC.	TMA451,487	December 8, 1995