

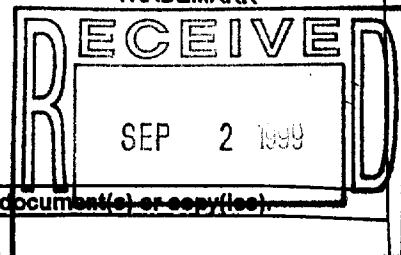
09-13-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



9/2/99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
08 - 23 - 1999
- Merger
- Change of Name
- Other Termination and release of trademark security agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

08 - 23 - 1999

Name PACIFIC MEZZANINE FUND, L.P.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name BRAINSTORM NETWORKS, INC.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 625 Ellis street, Suite 100

Address (line 2) _____

Address (line 3) Mountain View a California 94043
City State/Country Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/10/1999 DNGUYEN 00000278 040475 1900376

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Mail documents to be recorded with required cover sheet(s) information to:
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Name

Address (line 1)

Address (line 2)

Address (line 3)

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,900,376"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved.

#

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

\$

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:

#

Authorization to charge additional fees:

Yes 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.

Terence A. Dixon

Name of Person Signing

Signature

September 2, 1999

Date Signed

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**


WHEREAS BRAINSTORM NETWORKS, INC., a California corporation with offices at 625 Ellis Street, Suite 100, Mountain View, CA 94043, U.S.A. ("BRAINSTORM") and PACIFIC MEZZANINE FUND, L.P., a California Limited Partnership with offices at 2200 Powell Street #1250, Emeryville, CA 94608, U.S.A. ("PACIFIC") entered into a Patent and Trademark Security Agreement (the "Security Agreement") on July 14, 1998, pursuant to which BRAINSTORM granted to PACIFIC a security interest (the "Security Interest") in certain Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, the U.S. trademark registration shown in the attached **Schedule A** (collectively, the "Trademarks");

WHEREAS, BRAINSTORM granted the Security Interest to PACIFIC in order to secure the complete and timely payment and performance by BRAINSTORM of certain Secured Obligations (as defined in the Security Agreement and agreements referenced therein, the "Loan Agreement");

AND WHEREAS, BRAINSTORM has satisfied all of the Secured Obligations in full and has fully performed its covenants and undertakings under the Security Agreement and PACIFIC is therefore obligated to release the Security Interest;

NOW THEREFORE, in consideration of the foregoing and intending to legally bound, PACIFIC hereby releases and terminates the Security Interest and waives and relinquishes all its rights, powers, privileges and remedies with respect to BRAINSTORM, its successors and assigns, under the Security Agreement, hereby sells, assigns, transfers and sets over to BRAINSTORM and its successors and assigns any right, title or interest in or to the Intellectual Property Collateral, including without limitation, all rights in and to the Trademarks and any Intellectual Property Collateral BRAINSTORM may have acquired, and hereby releases BRAINSTORM, its successors and assigns from all covenants, obligations, liabilities and warranties under the Security Agreement.

PACIFIC MEZZANINE FUND, L.P.

By:  _____
Name:
Title: *Partner*

Dated: *8/23/99*

Schedule A

U.S. Trademarks

Trademarks Owned by BRAINSTORM NETWORKS, INC.

Trademark	Reg. No.	Reg. Date	Country
BRAINSTORM & Design	1,900,376	June 20, 1995	United States

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