



101510326

U-216-40
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
VNI Finance LLC

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other Limited Liability Company
- Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

June 16, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: Visual Numerics, Inc.

Internal Address: Suite 150

Street Address : 1300 W. Sam Houston Pkwy

City: Houston State: TX Zip: 77042

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Texas

Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
-NONE-

B. Trademark Registration
-See the Attached-

Additional numbers attached? YES

1183603

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

Name

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW

Suite 101
Washington DC 20004

6. Total number of applications and registrations

8

7. Total fee (37 CFR 3.41)..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/07/2000 DRYRNE 00000126 1183603

NOT USE THIS SPACE

11 FC:481 40.00 DP
12 FC:482 175.00 DP

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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

10/23/00
Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

SCHEDULE A

YNI FINANCE, L.L.C. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
IMSL	1,183,603	12/29/81
EXPONENT GRAPHICS	1,663,225	11/05/91
VISUAL NUMERICS	1,860,198	10/25/94
PICSURE	1,355,126	08/20/85
GK-2000	1,361,563	09/24/85
TWODEPEP	1,175,111	10/27/81
TWODEPEP	1,167,063	09/01/81
PROTRAN	1,251,540	09/20/83

RELEASE AND REASSIGNMENT
(Trademarks, Tradenames and Service Marks)

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of June 16, 2000, by VNI FINANCE LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement referenced below.

WITNESSETH:

WHEREAS, VISUAL NUMERICS, INC., a Texas corporation, f/k/a IMSL, Inc. ("**Borrower**") and **WELLS FARGO BANK (TEXAS), N.A.**, f/k/a First Interstate Bank of Texas, N.A. ("**Lender**") were parties to a certain Commercial Security Agreement (the "**Security Agreement**"), pursuant to which Borrower had granted a security interest to Lender in, and a collateral assignment to Lender of, among other things, the Released Trademarks (as defined below); and

WHEREAS, Assignee and Lender were parties to a certain Assignment of Security Interest in Trademarks and Copyrights, dated June 30, 1998, pursuant to which Lender had assigned a security interest to Assignee of, among other things, the Released Trademarks; and

WHEREAS, the Released Trademarks were recorded in the United States Patent and Trademark Office on **July 29, 1998**, in the Assignment Division at **Reel 1762, Frame 0155**, and as corrected at **Reel 1961, Frame 0126**; and

WHEREAS, Assignee desires to release its security interest in the Released Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Assignee hereby releases its security interest in all of Lender's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Released Trademarks**"):

(i) all trademarks, service marks, trade names, corporate names, company names, indicia, business source identifiers, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature all of the type for which exclusive rights may be provided under the laws of the United States, any State within the United States or any other country or political subdivision, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any other country or political subdivision, including, without limitation, those listed on Schedule A hereto, (ii) all goodwill associated therewith arising in or relating to the ordinary course of business of Debtor, (iii) all extensions or renewals thereof, and (iv) the right to sue for past, present and future infringement of the foregoing; any written agreement executed or to be executed by the Borrower granting to any third party any right to use and Trademark now or hereafter owned by the Borrower, or granting to the Borrower any right to use any Trademark now or hereafter owned by any third party.

2. Assignee hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by Assignee, all of Assignee's right, title and interest in and to the Released Trademarks.

* * * * *

IN WITNESS WHEREOF, Assignee has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

VNI FINANCE, LLC, a Delaware limited liability company

By: Charles W. Johnson
Name: Charles W. Johnson
Title: MEMBER

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this 16th day of JUNE, 2000, before me personally appeared CHARLES W. JOHNSON to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of VNI FINANCE LLC, a Delaware limited liability company.

Michael Garoubaian

Notary Public

My Commission Expires:

February 1, 2004

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PROTRAN	1,251,540	09/20/83

DOCUMENT #=828956.01; AUTHOR=RFOLEY

RECORDED: 10/26/2000

TRADEMARK
REEL: 002169 FRAME: 0767