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Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the enclosed original documents or copy thereof.

1. Name of conveying party(ies):
Charles W. Johnson

10-26-06

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

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

3. Nature of conveyance:

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

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)
74/296622

B. Trademark Registration
-See the Attached-

Additional numbers attached? YES

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

Name

Int **RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

6. Total number of applications and registrations 7

7. Total fee (37 CFR 3.41) \$ 190.00

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 BDRME 00000104 74E000EE

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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
to
Trademark Security Agreement

Dated as of August 16, 1996

Trademarks and Trademark and Service Mark Applications

REGISTERED U.S. TRADEMARKS AND SERVICE MARKS

<u>TRADE MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>
1. IMSL	No. 1,276,046	May 1, 1984
2. IMSL	No. 1,183,603	December 29, 1981
3. exponent GRAPHICS	No. 1663225	November 11, 1991
4. MATH/LIBRARY	No. 1728710	October 27, 1992

SERVICE MARK

1. IMSL	No. 1,163,151	July 28, 1981
2. IMSL	No. 1,678,900	March 10, 1992

PENDING APPLICATIONS FOR
U.S. TRADEMARK/SERVICE MARK REGISTRATION

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
1. STAT/LIBRARY	No. 74/296622	July 22, 1992

RELEASE AND REASSIGNMENT
(Trademarks, Tradenames and Service Marks)

THIS RELEASE AND REASSIGNMENT (this "Release") is made as of June 11th, 2000, by **CHARLES W. JOHNSON** ("Lender"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed in the Security Agreement referenced below.

WITNESSETH:

WHEREAS, Lender and **VISUAL NUMERICS, INC.**, a Texas corporation ("**Borrower**") are parties to a certain Loan and Security Agreement (the "**Security Agreement**"), pursuant to which Borrower has 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, the Released Trademarks were recorded in the United States Patent and Trademark Office on **August 27, 1996** in the Assignment Division at **Reel 1496, Frame 0707**; and

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

Trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks,

registered trademarks and trademark applications, and service marks, registered service marks and service mark applications; rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses.

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

* * * * *

IN WITNESS WHEREOF, Lender has caused this Release and Reassignment to be duly executed as of the day and year first above written.

CHARLES W. JOHNSON

By: Charles W. Johnson
Name: Charles W. Johnson

