



04-19-2001

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

04-09-2001



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4.9 01

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
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
3-27-01

Name

Formerly

76057154

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)

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.

TONYA CHAPPLE

4-5-01

Name of Person Signing

Signature

Date Signed

104478-15

SCHEDULE L-B

APPLICATIONS FOR TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
DIGITAL ROC2	United States	5/25/00	76/057,154
DIGITAL ICE and Design	United States	1/07/00	75/892,144
DIGIAL ICE	United States	1/07/00	75/892,135
DIGITAL RC and Design	United States	1/07/00	75/892,061
DIGITAL GM and Design	United States	1/07/00	75/892,060
DIGITAL ICE and Design	United States	1/07/00	75/892,059
DIGITAL ICE3 and Design	United States	1/07/00	75/892,058
Design only	United States	1/07/00	75/892,056
G M DIGITAL	United States	1/07/00	75/892,050
ASF	United States	1/07/00	75/891,824
DIGITAL ICE3 and Design	United States	1/07/00	75/888,571
Design only	United States	1/07/00	75/888,564
DIGITAL RC and Design	United States	1/07/00	75/888,556
Design only	United States	12/01/99	75/862,368
VIRTUAL NEGATIVE	United States	12/01/99	75/862,063
DIGITAL NEGATIVE	United States	12/01/99	75/862,057
Design only	United States	12/01/99	75/861,534
VIRTUAL NEGATIVE	United States	12/01/99	75/861,428
DIGITAL NEGATIVE	United States	12/01/99	75/861,426
DIGITAL ICE3	United States	9/30/99	75/812,771
DIGITAL ICE2	United States	9/30/99	75/812,764
DIGITAL GEM and Design	United States	9/08/99	75/796,089
DIGITAL GEM	United States	8/17/99	75/779,549
DIGITAL ROC APPLIED SCIENCE FICTION and Design	United States	2/17/99	75/642,248
DIGITAL ICE APPLIED SCIENCE FICTION and Design	United States	2/17/99	75/642,024
APPLIED SCIENCE FICTION	United States	11/12/98	75/586,988
ASF	United States	10/09/98	75/567,463
DIGITAL ROC	United States	10/09/98	75/567,461
DIGITAL ICE	United States	1/21/98	75/421,176

SCHEDULE A TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
APPLIED SCIENCE FICTION and design	United States	3/21/00	2,332,243
APPLIED SCIENCE FICTION	United States	2/29/00	2,323,517

SCHEDULE B TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

<u>Title</u>	<u>Jurisdiction</u>	<u>Date Issued</u>	<u>Patent No.</u>
Reflection Infrared Surface Detection Correction	United States	6/13/00	6,075,590
Method and Apparatus for Reducing Noise in Electronic Film Development	United States	5/30/00	6,069,714
System and Method for Latent Film Recovery in Electronic Film Development; Exposing Color Sensitive Film to Developer; Forming Silver Image; Illuminating Film with Light Chosen to Avoid Absorption by Dye Image; Electronically Scanning Image; Halting Further Formation of Dye Image	United States	1/25/00	6,017,688
Method and Apparatus for Electronic Film Development	United States	11/23/99	5,988,896

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of March 27, 2001 by CenterPoint Venture Partners L.P., as Collateral Agent ("Collateral Agent").

W I T N E S S E T H:

WHEREAS, Applied Science Fiction, Inc., a Delaware corporation ("Debtor") and Collateral Agent are parties to a certain Intellectual Property Security Agreement, dated as of September 12, 2000 (the "Agreement"), pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademarks" (as defined in the Agreement), including, without limitation, the trademark registrations and applications for trademark registration issued thereon or applied for in the United States or throughout the world, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Trademark Office (collectively, the "Registrations") as described in Schedule A attached hereto, as security for Debtor's obligations to the Secured Parties (as defined in the Agreement) under the Agreement;

WHEREAS, the Agreement was submitted for recordation with the United States Trademark Office on or about September 19, 2000, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that Collateral Agent release its security interest in the Trademarks, including without limitation the Registrations, and reassign the same to Debtor;

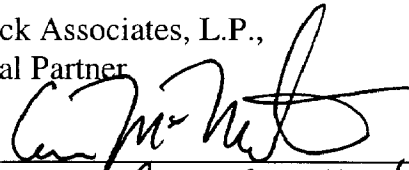
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Trademarks, including without limitation the Registrations.
2. Collateral Agent hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of Collateral Agent's right, title and interest, if any, in and to the Trademarks and the Registrations, including without limitation all of the goodwill associated therewith and all of the Registrations appearing in Schedule A.

IN WITNESS WHEREOF, CenterPoint Venture Partners L.P., as Collateral Agent, has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

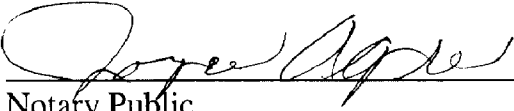
CenterPoint Venture Partners L.P.

By: Paluck Associates, L.P.,
Its General Partner

By: 
Name: Com M=netia
Title: CP

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 20 day of March 2001 before me personally appeared CAM McMARTIN known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of CenterPoint Venture Partners L.P.



Notary Public

Dallas County, Texas
My commission expires: 10-12-01

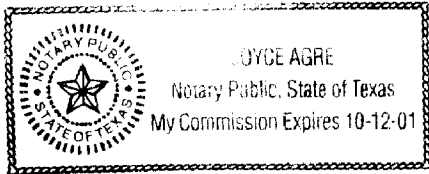


EXHIBIT 1

SCHEDULE A

SCHEDULE G TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSES GRANTED BY DEBTOR TO THIRD PARTIES

1. Letter of Commitment, dated September 21, 1999, between the Company and Noritsu Koki Company, Ltd. (hereinafter, "Noritsu").
2. Letter of Intent, dated September 21, 1999, between the Company and Noritsu.
3. Digital ICE License Agreement, dated August 31, 1999, between the Company and Noritsu.
4. DFP Design Review Agreement, dated February 18, 2000, between the Company and Noritsu.
5. DFP Master Development Agreement, dated August 4, 2000, between the Company and Noritsu.
6. Digital ICE Letter of Agreement & Technology Development Plan, dated March 16, 2000 between the Company and Acer Peripherals, Inc.
7. Digital ICE Technology Master Development Agreement, dated, August 5, 1999, between the Company and Seiko Epson Corporation (hereinafter "Seiko").
8. Digital ICE Technology Product Development Agreement, dated March 24, 2000, between the Company and Seiko.
9. Digital ICE License Agreement, dated May 25, 1999, between the Company and Minolta Company, Ltd. (hereinafter "Minolta").
10. Letter of Commitment, dated September 2, 1998, between the Company and Minolta.
11. Supplemental Agreement, dated January 31, 2000, between the Company and Minolta.
12. ICE Letter of Commitment, dated December 29, 1999 between the Company and Minolta.
13. ICE License Agreement, dated May 29, 1999, between the Company and Minolta.
14. License and Distribution Agreement, dated August 9, 2000, between the Company and Pixel Magic Imaging, Inc.
15. DFP Letter of Commitment, dated December 20, 1999, between the Company and Gretag Imaging Trading A.G. (hereinafter, "Gretag").
16. ICE Letter of Commitment, dated February 20, 1999, between the Company and Gretag.
17. Memorandum of Understanding, dated June 11, 1999, between the Company and Gretag.
18. SDC Development and License Agreement, dated July 18, 1997, between the Company and Nikon.

19. SDC Manufacturing License Agreement, dated August 1, 1997, between the Company and Nikon.
20. Software Development and License Agreement, dated August 3, 1998, between the Company and Eastman Kodak Company (hereinafter, "Kodak").
21. SDC Development and License Agreement, dated August 4, 1997, between the Company and Kodak.
22. DFP Design Review Agreement, dated February 23, 1999, between the Company and Hewlett-Packard Company.
23. DFP Master Development Agreement, dated August 4, 2000, between the Company and NKC.
24. Assignment and License Agreement, dated March 23, 2000, between the Company and IBM.

SCHEDULE E TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Date</u>
TX-4626339	United States	9/28/98

SCHEDULE F TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

MASK WORKS

Registration No.

Jurisdiction

Date

NONE

ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

(a) All copyrights including (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described on Schedule E to this Attachment I annexed hereto, which Schedule E is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Schedules B and D to this Attachment I annexed hereto, which Schedules B and D are incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents"), but excluding the IBM Patents;

(c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Schedules A and C to this Attachment I, which Schedules A and C are incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(d) All goodwill of Debtor's business symbolized by the Trademarks and all customer lists and other records of Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All mask works including all series of related images, however fixed or encoded, in final or intermediate form, having or representing the predetermined, three dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product, in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product, and all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including those described on Schedule F to this Attachment I annexed hereto, which Schedule F is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Mask Works").

(f) All information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being

generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by the Debtor (collectively, the "Trade Secrets").

(g) All claims by Debtor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, Mask Works or Trade Secrets;

(h) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Notwithstanding anything in the foregoing to the contrary, Collateral shall exclude (a) the rights and interests of Debtor in and to the Assignment and License Agreement (the "IBM License Agreement") dated March 23, 2000 between Debtor and International Business Machines Corporation ("IBM") and (b) the Category A Patents and the Category B Patents (each as defined in the IBM License Agreement) transferred and assigned by IBM to Debtor under the IBM License Agreement.

SCHEDULE C TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

APPLICATIONS FOR TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
DIGITAL ROC2	United States	5/25/00	76/057,154
DIGITAL ICE and Design	United States	1/07/00	75/892,144
DIGIAL ICE	United States	1/07/00	75/892,135
DIGITAL RC and Design	United States	1/07/00	75/892,061
DIGITAL GM and Design	United States	1/07/00	75/892,060
DIGITAL ICE and Design	United States	1/07/00	75/892,059
DIGITAL ICE3 and Design	United States	1/07/00	75/892,058
Design only	United States	1/07/00	75/892,056
G M DIGITAL	United States	1/07/00	75/892,050
ASF	United States	1/07/00	75/891,824
DIGITAL ICE3 and Design	United States	1/07/00	75/888,571
Design only	United States	1/07/00	75/888,564
DIGITAL RC and Design	United States	1/07/00	75/888,556
Design only	United States	12/01/99	75/862,368
VIRTUAL NEGATIVE	United States	12/01/99	75/862,063
DIGITAL NEGATIVE	United States	12/01/99	75/862,057
Design only	United States	12/01/99	75/861,534
VIRTUAL NEGATIVE	United States	12/01/99	75/861,428
DIGITAL NEGATIVE	United States	12/01/99	75/861,426
DIGITAL ICE3	United States	9/30/99	75/812,771
DIGITAL ICE2	United States	9/30/99	75/812,764
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ASF	United States	10/09/98	75/567,463
DIGITAL ROC	United States	10/09/98	75/567,461
DIGITAL ICE	United States	1/21/98	75/421,176

SCHEDULE D TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
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NONE

SCHEDULE H TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSES GRANTED BY THIRD PARTIES TO DEBTOR

Assignment and License Agreement, dated March 23, 2000, between the Company and IBM.