

04-24-2001



101684701

4.3.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR - 3 2001

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
- Merger Change of Name
- Other Term. of Secty. Agmt.

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Chase Manhattan Bank, The as Agent

Execution Date
Month Day Year
01032001

Formerly _____

2019034

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name HID Corporation

DBA/AK/A _____

Composed of _____

Address (line 1) 9292 Jeronimo Road

Address (line 2) _____

Address (line 3) Irvine

City

CA

State/Country

92618

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 38 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2018034"/>	<input type="text" value="1727117"/>	<input type="text" value="2106844"/>
<input type="text" value="2106847"/>	<input type="text" value="2125430"/>	<input type="text" value="2108737"/>
<input type="text" value="2158390"/>	<input type="text" value="2177909"/>	<input type="text" value="2190908"/>

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.

Rodney F. Brown

03262001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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Trademark Application Number(s)

Registration Number(s)

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TERMINATION
OF
ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, HID Corporation, a Delaware corporation ("HID"), has adopted, used and is using the trademarks listed in the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, HID was obligated to the Chase Manhattan Bank and the other banks and other financial institutions (the "Banks") party to the Amended and Restated Credit Agreement, dated as of September 14, 1999 (as the same was amended, modified or supplemented in accordance with its terms, the "Credit Agreement"), among HID, the other Borrowers named therein, the Guarantors named therein, the Banks and the Chase Manhattan Bank, as agent for the Banks (in its capacity as agent herein referred to as the "Agent"), and HID had entered into an Amended and Restated Security Agreement and Mortgage-Patents and Trademarks dated as of September 14, 1999 (the "Agreement") in favor of the Agent;

WHEREAS, pursuant to the terms of the Agreement, HID assigned to the Agent, and granted to the Agent a security interest in, and mortgage on, all right, title and interest of HID in and to the Trademarks described in Schedule 2-A, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

WHEREAS, pursuant to the terms of that certain Assignment for Security (Trademarks) (the "Trademark Assignment"), executed by HID in favor of the Agent, HID did further assign unto the Agent and grant to the Agent a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations;

WHEREAS, the Obligations, insofar as they related to HID, were satisfied in full as of January 3, 2001; and

WHEREAS, the Agent desires to terminate its entire security interest in, and mortgage on, all right, title and interest of HID in and to the Collateral created by the Agreement and the Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of January 3, 2001, the Agent does hereby terminate, cancel and render of no further force or effect its entire security interest in, and mortgage on, all right, title and interest of HID in and to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Termination to be executed as of the 3rd day of January, 2001.

THE CHASE MANHATTAN BANK, as Agent

By: *Carol Edkins*
Name: CAROL EDKINS
Title: VP

021501R1

Registrations

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
RF PASSPORT	11/19/96	2,018,034
PROXCARD	10/27/92	1,727,117
DUOPROX	10/21/97	2,106,847
ISOPROX	10/21/97	2,106,844
MAXIPROX	12/30/97	2,125,430
PHOTOPROX	10/28/97	2,108,737
PROXPRO	5/19/99	2,158,390
PROXCARD II	8/4/98	2,177,909
THINLINE II	9/22/98	2,190,908
HID	6/1/99	2,249,625
PROXPASS	10/29/91	1,662,273