

10-15-2001

TRADEMARK



REC

101873783

HEET

TRADEMARKS ONLY

10.4.01

TO: 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 Security Agreement

License Change of Name

Merger Other

U.S. Government
(For use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
3i Technology Partners, LP, as Collateral Agent	9	28	01
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	OCT - 4	2001	
<input type="text"/>	/	/	

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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 is attached. (Designation must be a separate document from Assignment)

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)

FOR OFFICE USE ONLY

#2143111-1

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

TRADEMARK
REEL: 002382 FRAME: 0495

Correspondent Name and Address

Area Code and Telephone Number 617-310-8166

Name Elizabeth Simon

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 2

Application Number(s) or Trademark Number(s) Mark if additional numbers attached Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Table with 2 columns: Trademark Application Number(s) and Registration Number(s). Contains application numbers 76058023, 76058024 and registration number 2462417.

Patent Cooperation Treaty (PCT) Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ [] Method of Payment: Enclosed [x] Deposit 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. Elizabeth M. Simon Name of Person Signing Signature Date October 4, 2001

VER 12/00 #2143111-1 #2143111-1

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

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST, dated as of October 4, 2001 (this "Release") is made by 3i Technology Partners, L.P. ("3i") in its capacity as collateral agent (in such capacity, the "Collateral Agent") for and on behalf of Lucent Technologies Inc. ("Lucent"), Alliance Technology Ventures III, L.P. and ATV III Affiliates Fund, L.P. (the "ATV Funds") and 3i (collectively, the "Secured Parties"), which are the secured parties under each of that certain Intellectual Property Security Agreement, dated as of May 31, 2001, as amended (the "IP Security Agreement") among SyChip, Inc., (the "Debtor"), the Collateral Agent and the Secured Parties and that certain Equipment Security Agreement, dated as of May 31, 2001, as amended (the "Equipment Security Agreement") among the Debtor, the Collateral Agent and the Secured Parties;

WHEREAS, pursuant to the IP Security Agreement, the Debtor granted to the Collateral Agent, on behalf of the Secured Parties, a continuing security interest in all of Debtor's right, title and interest in, to and under the Intellectual Property Collateral, as defined therein;

WHEREAS, pursuant to the Equipment Security Agreement, the Debtor granted to the Collateral Agent, on behalf of the Secured Parties, a continuing security interest in all of Debtor's right, title and interest in certain equipment of Debtor defined therein as the Collateral;

WHEREAS, pursuant to that certain Series C Convertible Participating Preferred Stock Purchase Agreement dated as of September 28, 2001, by and among the Debtor and, among others, the Secured Parties, each of the IP Security Agreement and Equipment Security Agreement, including the rights and obligations of the parties thereunder, was terminated;

WHEREAS, the Collateral Agent, on behalf of the Secured Parties, desires herein to further release all of its security interest covering the Intellectual Property Collateral, including that recorded in the U.S Patent and Trademark Office on May 31, 2001, at microfilm reel/frame numbers 2327 and 0347, respectively, and the Collateral, and record this Release with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, does hereby irrevocably release in its entirety its security interest in all of the Collateral and all of the Intellectual Property Collateral of the Debtor, including the Trademarks set forth on Exhibit C to the IP Security Agreement and the licenses set forth on Exhibit D to the Intellectual Property Security Agreement, and discharges, quit claims and relinquishes unto and assigns to SyChip, Inc. (in each case without recourse and without any representation or warranty) any and all rights, title and interest it and the Secured Parties have in and to the Collateral and the Intellectual Property Collateral, and more particularly hereby releases the security interest granted to Collateral Agent on behalf of the Secured Parties in the Intellectual Property Collateral (including those trademarks identified on Attachment 1 hereto), which was recorded at Reel 2327, Frame 0347, in U.S. Patent & Trademark Office.

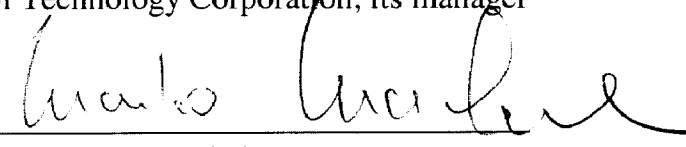
IN TESTIMONY WHEREOF, the Collateral Agent, individually and on behalf of the Secured Parties, has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

COLLATERAL AGENT

3i Technology Partners L.P.

By: 3i Technology Associates LLC, its general partner

By: 3i Technology Corporation, its manager

By: 

Name: Marko Maschek

Title: Vice President

#2186885

ATTACHMENT 1
(to the Release of Security Interest)

Trademarks:

MSIT, Serial No. 76-058,024: Reel/Frame: 2327/0347

SYCHIP, Reg. No. 2,462,417: Reel/Frame: 2327/0347

COC, Serial No. 76-058,023: Reel/Frame 2327/0347