

12-28-2001



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

1. Name of conveying party(ies):

Bank One Colorado, N.A.

12.17.01

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Vari-L Company, Inc.

Internal Address: _____

Street Address: 4895 Peoria Street

City: Denver State: CO ZIP: 80239

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

12-17-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Trademark Security
- Merger
- Change of Name

Execution Date: November 16, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See Attached Exhibit 4A

B. Trademark Registration No.(s)

See Attached Exhibit 4B

Additional numbers Yes No

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

Name: Carolyn Peters

Internal Address: Dorsey & Whitney LLP

Street Address: Wells Fargo Plaza

170 South Main Street, Suite 900

City: Salt Lake City State: UT ZIP: 84101

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1415

12/27/2001 DBYRNE 00000196 75539882

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 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.

Carolyn Peters

Name of Person Signing

Carolyn Peters

Signature

December 17, 2001

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

REEL: 002413 FRAME: 0666

EXHIBIT 4A

(Continuation of Box 4-A of Recordation Form Coversheet)

TRADEMARK APPLICATIONS

APPLICATION NUMBER: 75539882
REGISTRATION NUMBER:

FILING DATE: 08/20/1998
ISSUE DATE:-

MARK: POWERNAP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

EXHIBIT 4B

(Continuation of Box 4-B of Recordation Form Coversheet)

TRADEMARK REGISTRATIONS

APPLICATION NUMBER: 75266222
REGISTRATION NUMBER: 2142727

FILING DATE: 03/31/1997
ISSUE DATE: 03/10/1998

MARK: VARI-L

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75276456
REGISTRATION NUMBER: 2144712

FILING DATE: 04/17/1997
ISSUE DATE: 03/17/1998

MARK: VARIL

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

TERMINATION AND RELEASE
OF
TRADEMARK SECURITY

VARI-L COMPANY, INC.

TERMINATION AND RELEASE OF TRADEMARK SECURITY dated as of November 16, 2001, by **BANK ONE COLORADO, N.A.**, a national banking association having a place of business at 1125 17th Street, 4th Floor, Denver, Colorado 80202, as collateral agent (hereinafter, in such capacity, the "Collateral Agent"), pursuant to a General Security Agreement dated as of March 24, 2000 (the "Agreement"), by **VARI-L COMPANY, INC.**, a Colorado corporation (the "Company").

WHEREAS, the Company and the Collateral Agent entered into a General Security Agreement dated as of March 24, 2000 which General Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002148, Frame 0628 for the purpose of security payment and performance of Obligations (as defined by the Agreement);

WHEREAS, pursuant to the Agreement, the Company granted to the Collateral Agent a security interest in, and granted, assigned and conveyed to the Collateral Agent, by way of collateral security, the Company's entire right, title and interest in and to Trademark Collateral (as defined in the Agreement, and collectively know hereinafter as the "Trademarks," including without limitation the Trademarks identified on Schedule A attached hereto); and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademarks as herein provided:

NOW, THEREFORE, for valuable consideration the Collateral Agent hereby terminates and releases its security interest in the Trademarks, including without limitation the Trademarks identified on Schedule A attached hereto, and the Collateral Agent hereby assigns and transfers to the Company, without representations, warranty or recourse, all of the Collateral Agent's right, title and interest in and to the Trademarks, including without limitation the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above. Collateral Agent will execute such further documents as deemed reasonably necessary by Company to confirm and effect this termination and release.

BANK ONE COLORADO, N.A.
as Collateral Agent

By: 

Name: Gregg L. Brown

Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16th day of November, 2001, personally appeared Gregg L. Brown, to me known personally, and who, being by me duly sworn, deposes and says that he is Vice President, Western Region Managed Assets, of Bank One Colorado, N.A., and that said instrument was signed and sealed on behalf of said bank by his authority as its Vice President, Western Region Managed Assets, and said instrument to be the free act and deed of said bank.

Sinda S. Anderson
Notary Public
My Commission Expires: 12-12-2001

SCHEDULE A

RECORDED: 12/17/2001

TRADEMARK
REEL: 002413 FRAME: 0671