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I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Assistant Commissioner for Trademark, 2900 Crystal Dr, Arlington VA 22202-3513.

01-30-2002



Form PTO-1594 (Rev. 03/01) LARISA BURSHOFF RECORDATION I

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

(Type or Print Name of Person Mailing Paper or Fee)

TRADEMARKS ONLY

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

(Signature of Person Mailing Paper or Fee)

1. Name of conveying party(ies): 1-10-02

Greyrock Capital,
a Division of Banc of America Commercial Finance Corporation formerly known as Greyrock Business Credit, a Division of NationsCredit Commercial Corporation

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

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

2. Name and address of receiving party(ies)

Name: KeyLabs, Inc.

Internal Address: _____

Street Address: 633 South 550 East

City: Provo State: Utah Zip: 84606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Utah
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Termination and Release of Security Interest

Execution Date: January 9, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,138,748
~~2,413,350~~
2,142,461

Additional number(s) attached Yes No

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

Name: Karen Marie Kitterman, Esq.

Internal Address: Fenwick & West LLP

Street Address: Two Palo Alto Square

City: Palo Alto State: CA Zip: 94306

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:
52-0261
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Karen Marie Kitterman
 Name of Person Signing

Karen Marie Kitterman
 Signature

January 10, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/10/2002 10:21ZL 0000865 210.748
01 01:48:1 40.00 DP
02 01:48:2 30.00 DP

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TRADEMARK REEL: 2432 FRAME: 0886

**TERMINATION AND RELEASE
OF SECURITY INTEREST**

This Termination and Release of Security Interest ("Release"), dated as of January 9, 2002, is executed by Greyrock Capital, a Division of Banc of America Commercial Finance Corporation formerly known as Greyrock Business Credit, a Division of NationsCredit Commercial Corporation ("Greyrock"), in favor of Keylabs, Inc., a Utah corporation ("Company").

A. Pursuant to the terms of the Loan and Security Agreement dated as of December 9, 1997 ("Loan Agreement"), the Patent and Trademark Security Agreement and the Security Agreement in Copyrighted Works dated as of December 9, 1997 ("Security Agreements"), Keylabs granted Greyrock a security interest in, to and under (i) each trademark and trademark registration listed on Schedule I hereto ("Trademarks"), (ii) each patent listed on Schedule II hereto ("Patents"), (iii) each copyright and copyright registration listed on Schedule III hereto ("Copyrights"), (iv) all goodwill associated with or symbolized by the Trademarks, Patents and Copyrights, (v) all general intangibles relating to the Trademarks, Patents and Copyrights, and (vi) all products and proceeds of the Trademarks, Patents and Copyrights. The Trademarks, Patents and Copyrights are collectively referred to as the "Collateral").

B. On February 24, 1998, Greyrock recorded the Patent and Trademark Security Agreement for the trademarks with the United States Patent and Trademark Office, as document No. 100641602, at Reel 1688, Frame 0621.

C. On February 24, 1998, Greyrock recorded the Patent and Trademark Security Agreement for patent application serial number 08/760323 and for patent application serial number 08/854262 with the United States Patent and Trademark Office, which was recorded under Reel 008969, Frame 0239.

D. On March 5, 1998, Greyrock recorded the Security Agreement in Copyrighted Works with the Copyright Office, under Recordation Number V3412 P76.

E. In December 1998, Company paid all outstanding obligations due Greyrock under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Greyrock hereby releases, terminates and discharges all of its right, title and interest in, to or under the Collateral (including but not limited to the security interest granted to Greyrock by the Loan Agreement and Security Agreements). Any right, title and interest of

19575/00017/DOCS/1227366.1

Greyrock in, to and under the Collateral shall hereby cease and become void, and the Security Agreements shall hereby terminate.

2. Greyrock hereby agrees to execute such instruments and to take such other actions as Keylabs shall reasonably request to terminate any security interest in the Collateral pursuant to the Loan Agreement and Security Agreements, and otherwise to effectuate the release of the Collateral from the lien of such security interest all at the expense of Keylabs, prepaid to Greyrock in amounts as Greyrock shall reasonably request.

3. Greyrock acknowledges and agrees that Keylabs and its successors and assigns may rely upon this Release

4. The Bank's address is:

Greyrock Capital, a Division of Banc of America Commercial Finance Corporation
55 South Lake Avenue, Suite 900
Pasadena, CA 91101
Attn: David T. Knoblauch

The Company's address is:

Keylabs, Inc.
c/o Exodus Communications, Inc.
2831 Mission College Boulevard
Santa Clara, CA 95054

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

Greyrock Capital, a Division of Banc of America Commercial Finance Corporation, formerly known as GREYROCK BUSINESS CREDIT, a Division of Nationscredit Commercial Corporation

By David T. Knoblauch
David T. Knoblauch
Vice President

Schedule IFEDERALLY REGISTERED TRADEMARKS

<u>Registrant</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Serial No.</u>
Keylabs, Inc.	BOOTWORKS	02/24/98	2,138,748
Keylabs, Inc.	IMAGEBLASTER	12/19/00	2,413,350
Keylabs, Inc.	LABEXPERT	03/10/98	2,142,461

Schedule II

PATENTS

<u>Patent Description</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Inventor</u>
Method and System for Client/Server and Peer-To-Peer Disk Imaging	08/854,262	6,144,992	05/09/97	Turpin, <i>et al.</i>
Method and System For the Interception and Control of The Computer Boot Process	08/760,323	5,764,593	12/04/96	Turpin, <i>et al.</i>

Schedule IIICOPYRIGHTSRegistered Copyrights and Applications For Copyright Registrations

<u>Author</u>	<u>Title of Work</u>	<u>Date Applied or Date of Issuance</u>
Keylabs, Inc.	ImageBlaster	02/05/98
Keylabs, Inc.	ImageBlaster Pro	02/05/98
Keylabs, Inc.	ImageBlaster, version 2.0	02/05/98
Keylabs, Inc.	ImageBlaster Pro, version 2.0	02/05/98
Keylabs, Inc.	ImageBlaster, version 2.1	02/05/98
Keylabs, Inc.	ImageBlaster Pro, version 2.1	02/05/98
Keylabs, Inc.	ImageBlaster, version 2.2	02/05/98
Keylabs, Inc.	ImageBlaster Pro, version 2.2	02/05/98
Keylabs, Inc.	LabExpert, version 2.0	02/05/98
Keylabs, Inc.	LabExpert, version 2.1	02/05/98
Keylabs, Inc.	LabExpert, version 2.2	02/05/98
Keylabs, Inc.	SIDgen	02/05/98

Unregistered Copyrights for Software ProductsTitle of Work

Lab Expert
Lab Expert Pro
BootWorks

License Agreements

1. OEM License Agreement between Grantor and Caldera, Inc., having an "Effective Date" of January 13, 1997.
2. License Agreement between Grantor and Hi/fn Inc., dated 20, 1997.
3. License Agreement with Sun Microsystems Sub. Sun Test

The parties had agreed that Grantor was not required to list on the security agreement schedule any of the non-exclusive licenses granted by Grantor to its customers or any commercial licenses of software granted to Grantor for widely marketed software products (e.g., word processing programs, operating systems, etc.).