

03-21-2002

Form PTO-1594 R  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102025080 ▼ ▼ ▼

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

1. Name of conveying party(ies): 3.6.02  
**Houston Partners Capital, L.P.**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Termination of Security Interest**
- Merger
- Change of Name

Execution Date: 12/19/01

2. Name and address of receiving party(ies)  
Name: **Hyperformix, Inc.**

Internal Address: \_\_\_\_\_  
Address: **4301 Westbank Drive**  
Street Address: **Building A**  
City: **Austin** State: **TX** Zip: **78746-6465**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Texas**
- 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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1,592,820  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: **John A. Thomas, Esq.**

Internal Address: \_\_\_\_\_

Street Address: **13355 Noel Rd., L.B. 48**

City: **Dallas** State: **TX** Zip: **75240-6657**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41).....\$ 415<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

John A. Thomas  
Name of Person Signing

John A. Thomas  
Signature

2/18/02  
Date

**7**

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

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

03/20/2002 DDYRNE 00000065 1592A20  
01 FC:481  
02 FC:482

40.00 OP  
375.00 OP

## ATTACHMENT TO RECORDATION FORM COVER SHEET

## TRADEMARKS ONLY

<u>Reg./App. No.</u>	<u>Reg. Date</u>	<u>Title</u>
Reg. No. 1,685,566	01/16/92	SES WORKBENCH (French)
Reg. No. 1,473,199	02/17/95	SES WORKBENCH (Great Britain)
Reg. No. 2,020,267	08/09/92	SES WORKBENCH (Germany)
Reg. No. 1,459,085	02/24/95	SES and design (Great Britain)
Reg. No. 2,013,446	04/29/92	SES and design (Germany)
App. No. 03-30111	03/22/91 (pending)	SES and design (Japan)
App. No. 03-86137	08/13/91 (pending)	SES WORKBENCH (Japan)
App. No. 100152	09/24/90 (pending)	SES and design (Subject to Opp.)
App. No. 1650930	03/19/91 (pending)	SES and design (French)
App. No. 100153	09/24/90 (pending)	SES/Design (Subject to Opposition)
App. No. 100154	09/24/90 (pending)	SES/SIM (Subject to an Opposition)
App. No. 100155	09/24/90 (pending)	SES/rtl (Subject to an Opposition)
App. No. 100156	09/24/90 (pending)	SES/scope (Subject to an Opposition)
Reg. No. 1,891,985	05/02/95	SES OBJECTBENCH
Reg. No. 1,906,361	07/18/95	OBJECTBENCH

**TERMINATION OF INTELLECTUAL PROPERTY  
COLLATERAL ASSIGNMENT**

**THIS TERMINATION** is made effective as of the 1<sup>st</sup> day of October, 2000 by HOUSTON PARTNERS CAPITAL, LP, a Delaware limited partnership, having a mailing address of 1240 Blalock Road, Suite 200, Houston, Texas 77055-6445 (hereafter "Houston").

**REPRESENTATIONS**

1. By Intellectual Property Collateral Assignment Agreement (hereafter so called) dated February 29, 1996, Scientific and Engineering Software, Inc. (n/k/a HyPerformix, Inc.), a Texas corporation, having a mailing address of 4301 Westbank Drive, Building A, Austin, Texas 78746-6564 ("HyPerformix") assigned the intellectual property rights, described on Schedule 1 attached hereto, to Houston.
2. The Intellectual Property Collateral Assignment Agreement was recorded in the U.S. Patent and Trademark Office at Reel/Frame 1671/003 on December 5, 1997;
3. Houston desires to terminate its rights in the collateral as set forth in the Intellectual Property Collateral Assignment Agreement.

**TERMINATION**

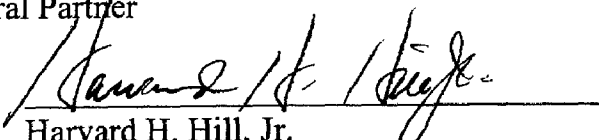
**FOR VALUE RECEIVED**, Houston hereby terminates all of its right, title and interest contained in the Intellectual Property Collateral Assignment Agreement and assigns all its interest in the collateral to HyPerformix.

**WITNESS**, the execution hereof under seal as of the day and year first above written.

**HOUSTON PARTNERS CAPITAL, LP**  
Assignee of Houston Venture Partners, Ltd.

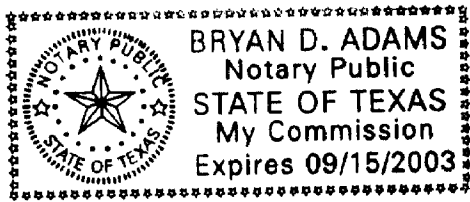
By: HP Technology I, L.P., a Texas limited partnership  
Its: General Partner

By: Houston Partners Technology Group, LLC.,  
a Texas limited liability company  
Its: General Partner

By:   
Harvard H. Hill, Jr.  
Its: President/General Manager

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 14<sup>TH</sup> day of August, 2001, personally appeared Harvard H. Hill, Jr., to me know personally, and who, being by me duly sworn, deposes and says he is the President/General Manager of Houston Partners Technology Group, LLC, the General Partner of HP Technology I, L.P., the General Partner of Houston Partners Capital, LP, assignee of Houston Venture Partners, Ltd., and that said instrument was signed on behalf of said limited partnership by authority of its partners and said general partner acknowledged said instrument to be the free act and deed of said limited partnership.



Bryan D. Adams  
Notary Public, State of Texas

**SCHEDULE 1**  
**INTELLECTUAL PROPERTY\***

**PATENT PROPERTY**

<u>Application</u>	<u>Date</u>	<u>Title</u>	<u>Inventor</u>
<u>Serial No.</u>	<u>Filed</u>		
No. 825979	01/27/92	Apparatus For and Method of Displaying Running Of Modeled System Designs	Mark A. Esslinger et al.

**COPYRIGHT PROPERTY**

<u>Registration</u>	<u>Issue Date</u>	<u>Title</u>
<u>No.</u>		
489146	09/24/91	SES/report & SES/graph Shared
489147	09/24/91	GUIDE II COMMON
489148	09/24/91	GUIDE II, EDGE
489151	09/24/91	SES/Design
489152	09/24/91	SES/scope
489153	09/24/91	SES/Tran(s)
489154	09/24/91	SES/graph
489155	09/24/91	SES/com + SES/rti
490542	09/25/91	SES/report
491751	09/25/91	SES/rti
491757	09/24/91	SES/com + SES/rtl
491758	09/25/91	SIF
502073	09/23/91	SES/rti
519692	09/24/91	CATALOG MANAGER
519693	09/24/91	SES/design, SES/scope, SES/tran& CATALOG MANAGER
506419	01/23/91	SES/com (Application erroneously stated as Jan. 23, '91); application received in Copyright Office on 9/23/91, which is probably the pertinent correct date.

**TRADEMARK PROPERTY**

<b><u>Registration No. or App. No</u></b>	<b><u>Registration Date</u></b>	<b><u>Title</u></b>
Reg. No. 1592820	04/24/90	SES WORKBENCH (Cancellation proceedings pending)
Reg. No. 1685566	01/16/92	SES WORKBENCH (French)
Reg. No. 1473199	02/17/95	SES WORKBENCH (Great Britain)
Reg. No. 2020267	08/09/92	SES WORKBENCH (Germany)
Reg. No. 1459085	02/24/95	SES AND DESIGN (Great Britain)
Reg. No. 2013446	04/29/92	SES AND DESIGN (Germany)
App. No. 03-30111	03/22/91 (pending)	SES AND DESIGN (Japan)
App. No. 03-86137	08/13/91 (pending)	SES WORKBENCH (Japan)
App. No. 100152	09/24/90 (pending)	SES AND DESIGN (Subject to an Opposition)
App. No. 1650930	03/19/91 (pending)	SES AND DESIGN (French)
App. No. 100153	09/24/90 (pending)	SES/DESIGN (Subject to an Opposition)
App. No. 100154	09/24/90 (pending)	SES/SIM (Subject to an Opposition)
App. No. 100155	09/24/90 (pending)	SES/rtl (Subject to an Opposition)
App. No. 100156	09/24/90 (pending)	SES/scope (Subject to an Opposition)
Reg. No. 1891985	05/02/95	SES OBJECTBENCH
Reg. No. 1906361	07/18/95	OBJECTBENCH

\* "Intellectual property" shall mean all software and source code; all patents and trademarks and applications therefor; inventions, whether or not patented; trade secrets; know-how; and copyrights, whether common law or registered. Those items listed on Schedule 1, specific applications and registrations, and the absence of more specific listing of other Intellectual property as defined above, is not to indicate it is not assigned. Indeed, it is. Moreover, this Schedule is intended to cover all of the defined Intellectual property and the failure to list one or more of the Patent, Copyright and Trademark Property items is a mere oversight; all owned by the Borrower are intended to be included.