

03-25-2002

FORM PTO-1594  
(Rev. 6-93)



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

To the Honorable Commissioner of  
thereof.

102029303

rd the attached original documents or copy

1. Name of conveying party(ies):  
Foothill Capital Corporation 3-7-02

Individual(s)       Association

General Partnership     Limited Partnership  
 Corporation - California  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment     Merger  
 Security Agreement     Change of Name  
 Other Release of Security Agreement

Execution Date: December 21, 2001

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

Name: Allied Telesyn International Corp.

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

Street Address: 19800 North Creek Parkway, #200

City: Bothell      State: WA      ZIP 98011

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes     No  
(Designation 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.

2,421,628  
2,106,381  
2,082,998  
2,155,971  
1,888,330  
1,947,517

Additional numbers attached?  Yes     No

OFFICE OF PUBLIC RECORDS  
2002 MAR -7 AM 10:49  
FINANCE SECTION

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

Name: COOLEY GODWARD LLP

Internal Address: Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, California 94306-2155

Street Address Five Palo Alto Square  
3000 El Camino Real

City: Palo Alto      State: CA      ZIP 94306-2155

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41):...\$ 165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
03-3118  
(Attach duplicate copy of this page if paying by deposit account)

03/22/2002 TDIAZ1 00000063 2421628 DO NOT USE THIS SPACE

01 FC 781 40.00 DP  
02 FC 982 85.00 DP  
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.

Gretchen R. Stroud      February 27, 2002  
Gretchen R. Stroud, Esq.      Date

Total number of pages including cover sheet, attachments, and document: 12

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

### Termination Agreement and Release

This Termination Agreement and Release (this "Agreement") is made this 21st day of December, 2001, by and between, on the one hand, Foothill Capital Corporation, a California corporation ("Lender"), under the Loan Agreement defined below, and on the other hand, Allied Telesyn International Corp., a Delaware corporation ("Borrower"), Allied Telesyn International Canada, Inc., a corporation organized under the laws of Ontario, Canada ("Telesyn Canada"), Allied Telesyn International Ltd., a company organized under the laws of England and registered in England with company number 2457324 ("Telesyn England"), Allied Telesyn International BV, a company organized under the laws of the Netherlands ("Telesyn Netherlands"), Allied Telesyn International SA, a company organized under the laws of the Republic of France ("Telesyn France"), Allied Telesyn International GmbH, a corporation organized under the laws of the Republic of Germany ("Telesyn Germany"), and Allied Telesyn International Srl, a company organized under the laws of Italy ("Telesyn Italy") (Telesyn Canada, Telesyn England, Telesyn Netherlands, Telesyn France, Telesyn Germany, and Telesyn Italy are hereinafter collectively referred to as "Guarantors").

This Agreement is entered into with reference to the following:

A. On or about November 25, 1998, Lender, on the one hand, and Borrower, on the other hand, entered into that certain Loan and Security Agreement ("Loan Agreement") and other related Loan Documents (as that term is defined in the Loan Agreement, and all other capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which Lender extended certain financial accommodations to Borrower, and Borrower granted in favor of Lender security interests in and liens on substantially all of Borrower's assets.

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B. On or about November 25, 1998, each of the Guarantors executed in favor of and delivered to Lender certain guaranties, guarantor security agreements, and other pledges of collateral in connection with the financial accommodations to Borrower under the Loan Documents.

C. The Loan Agreement terminated as of December 21, 2001.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto acknowledges and agrees as follows.

1. Foothill Expenses. On or before December 21, 2001 (the "Payoff Date"), Borrower shall pay to Lender in cash the amount of \$50,000 in respect of reasonably anticipated Foothill Expenses to be incurred by Lender from and after the Payoff Date (the "Payoff Reserve"). Borrower and Lender agree that the Payoff Reserve may be satisfied by Lender's retention of an amount equal to the Payoff Reserve. On or before December 21, 2001, Lender shall transfer all of the cash other than the Payoff Reserve from the Designated Account to Borrower's cash management account. Within 90 days of the date of this Agreement, Lender shall transfer to Borrower the unused portion, if any, of the Payoff Reserve.

2. Termination of Obligations Other Than Indemnity. Lender, Borrower and each of the Guarantors acknowledge and agree that upon Lender's receipt of (a) a fully executed counterpart of this Agreement signed by Borrower, and each of the Guarantors, and (b) the Payoff Reserve, all of the Obligations under the Loan Documents shall be terminated and satisfied in full; provided, however, that (A) all Obligations to indemnify each Indemnified Person under Section 11.3 of the Loan Agreement and to reimburse Lender for Foothill Expenses shall remain in full force and effect, and (B) to the extent that any payments or proceeds (or any

*Revised  
Legal text*

portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this Agreement shall in no way impair the claims of Lender with respect to the revived Obligations.

3. Termination of Loan Documents. Borrower and each of the Guarantors hereby confirm that the commitment of Lender to extend credit under the Loan Agreement and other Loan Documents is terminated as of the Payoff Date, and, as of the Payoff Date, Lender has no further obligation to extend credit to Borrower.

\* 4. Release of Collateral. Lender will, as promptly as practicable:

- a. Execute and deliver any Uniform Commercial Code termination statements that (i) Borrower and Guarantors reasonably may request to release, as of record, the financing statements previously filed by Lender with respect to the Obligations, and (ii) at Lender's election, Borrower and Guarantors prepare;
- b. Execute and deliver any and all other lien releases and other similar discharge or release documents (and if applicable, in recordable form) that (i) Borrower and Guarantors reasonably may request to release, as of record and without any recourse, representation, or warranty, the security

interests and all other notices of security interests and liens previously filed by Lender with respect to the Obligations, and (ii) at Lender's election, Borrower and Guarantors prepare;

- c. Return (without recourse, representation or warranty) to Borrower and Guarantors (or any one of them that Lender selects) any and all pledged stock certificates and related stock powers previously delivered to Lender in connection with the Loan Documents.

5. Representations or Warranties. Lender makes no representation or warranty with respect to the state of title to any collateral securing the Obligations. Borrower and each of the Guarantors represent and warrant that each has the power and authority to enter into this Agreement.

6. Additional Documents. Lender shall execute and deliver to or for Borrower and Guarantors, at Borrower's and Guarantors' sole expense, such additional documents (that, at Lender's election, Borrower and Guarantors prepare) and shall provide additional information as Borrower and Guarantors may reasonably require to carry out the terms of this Agreement.

7. Acknowledgments of Borrower and Guarantors. Borrower and each of the Guarantors (a) acknowledge and agree that the release in paragraph 10 hereof shall not release Borrower and Guarantors of the Obligations arising from the indemnity provisions under Section 11.3 of the Loan Agreement and from the Obligations to pay for Foothill Expenses under the Loan Agreement, and (c) confirm their agreement to the terms and provisions of this Agreement by returning to Lender a signed counterpart of this Agreement.

8. Conditions. The obligations of Lender under this Agreement are subject to the fulfillment, to the satisfaction of Lender, of the following conditions precedent: (a) Lender

shall have received a counterpart of this Agreement duly executed by each of the parties hereto, and (b) Lender shall have received the Payoff Reserve on the Payoff Date.

9. Released Matters. The claims released pursuant to this Agreement (the "Released Claims") include all claims between Lender, on the one hand, and Borrower and each of the Guarantors, on the other hand, including but not limited to principal, interest, charges, fees, together with any and all other claims, demands, obligations, liabilities, indebtedness, responsibilities, disputes, breaches of contract, breaches of duty or any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action (whether at law or in equity), debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, rights of offset, losses and expenses, of every type, kind, nature, description or character, known and unknown, whensoever arising and occurring at any time up to and through the date hereof, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, which in any way arise out of, are connected with or relate to the Lender's Loan Documents.

10. Release by Borrower and Guarantors. Borrower and each of the Guarantors, and their respective predecessors, successors and assigns, hereby fully, finally, irrevocably, forever and unconditionally release, discharge and acquit Lender, each of its officers, employees and agents, from all Released Claims, except for the rights and obligations under this Agreement.

11. Release by Lender of Borrower and each of the Guarantors. Lender and its predecessors, successors and assigns, hereby fully, finally, irrevocably, forever and unconditionally release, discharge and acquit Borrower and each of the Guarantors from all Released Claims, except for the obligations of Borrower and each of the Guarantors under this

Agreement, under the indemnity provisions in Section 11.3 of the Loan Agreement, and under the Loan Agreement to reimburse Lender for Foothill Expenses.

12. Waiver of Statutory Benefits. The parties intend that the foregoing releases shall be effective as a full and final accord and satisfaction of Released Claims, and each of the parties hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed. In this connection, each of the parties hereby agrees, represents and warrants that it realizes and acknowledges that (a) factual matters now existing and unknown to it may have given or may hereafter give rise to Released Claims which are presently unknown, unsuspected, unliquidated, unmatured and/or contingent, (b) such Released Claims may be unknown, unsuspected, unliquidated, unmatured and/or contingent due to ignorance, oversight, error, negligence or otherwise, and (c) if such Released Claims had been known, suspected, liquidated, matured and/or unconditional, such party's decision to enter into this release may have been materially affected. Each party further agrees, represents and warrants that this release has been negotiated and agreed upon in view of these realizations. Nevertheless, each party granting a release hereby intends to release, discharge, and acquit the parties receiving a release of and from any such unknown, unsuspected, unliquidated, unmatured and/or contingent Released Claims which are in any way set forth in or related to the matters identified hereinabove. **EACH PARTY HEREBY EXPLICITLY WAIVES ALL RIGHTS UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH PARTY AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR PRINCIPLE, INCLUDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE, SHALL AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

13. Further Assurances. From time to time, at the request of any party hereto and without further consideration, the other parties will execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the releases contemplated hereby, including without limitation, Lender promptly shall execute and deliver to Borrower and the Guarantors any documents prepared by and tendered by Borrowers and Guarantor required to give notice of or effectuate Lender's release of its security interests in the property of Borrower and the Guarantors, including but not limited to Uniform Commercial Code termination statements and filings with the U.S. Trademark Office.

14. No Assignment. Each of the parties hereto agrees, represents, and warrants that such party has not voluntarily, by operation of law or otherwise, assigned, conveyed, transferred or encumbered, either directly or indirectly, in whole or in part, any right to or interest in any of the Released Claims.



15. Choice of Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among parties resident therein. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Advice of Counsel. Each party has had advice of independent counsel of its own choosing in negotiations for and the preparation of this Agreement, has read this Agreement in full and final form, and has had this Agreement fully explained to it to its satisfaction.

17. No Third Party Beneficiaries. This Agreement is executed for the parties hereto, and no other person, corporation, partnership, individual or other entity not a party to this Agreement shall have any rights herein as a third party beneficiary or otherwise, except to the extent expressly and specifically provided herein.


18. Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, and each duplicate faxed signature copy shall be deemed to be an original of this Agreement.

19. Entire Agreement. This is the entire Agreement between the parties with respect to this matter. There are no other agreements or understandings, written or oral, express or implied.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives.


Dated: December 21, 2001

FOOTHILL CAPITAL CORPORATION, a California corporation, as lender

By:   
Name: Amy Lam  
Its: Vice President

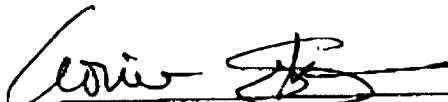
Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL CORP., a Delaware corporation

By:   
Name: NICK SUZUKI  
Its: CFO

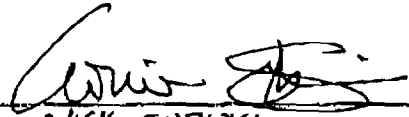
Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL CANADA, INC., a corporation organized under the laws of Ontario, Canada,

By:   
Name: NICK SUZUKI  
Its: CFO

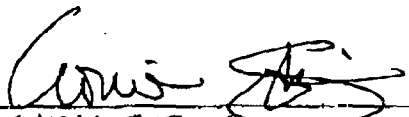
Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL LTD., a  
company organized under the laws of England and  
registered in England with company number  
2457324

By:   
Name: NICK SUZUKI  
Its: CFO

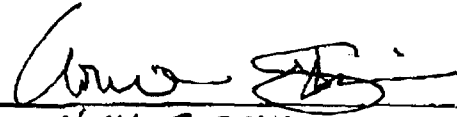
Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL BV, a  
company organized under the laws of the  
Netherlands

By:   
Name: NICK SUZUKI  
Its: CFO

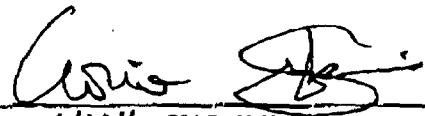
Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL SA, a  
company organized under the laws of the Republic  
of France

By:   
Name: NICK SUZUKI  
Its: CFO

Dated: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL GMBH,  
a corporation organized under the laws of the  
Republic of Germany

By:   
Name: NICK SUZUKI  
Its: CFO

Sent By: Allied Telesyn Intl;  
DEC-21-2001 FRI 02:40 PM

425 481 3812;

Feb-19-02 12:14PM;

FAX NO.

Page 15/15  
F. 12

Date: December \_\_, 2001

ALLIED TELESYN INTERNATIONAL SRL, a  
company organized under the laws of Italy

By: 

Name: \_\_\_\_\_

NICK SOZORI

Its: \_\_\_\_\_

CFO

11

LANE 10:15:01/01/01/01/01

RECORDED: 03/07/2002

02/19/2002 TUE 12:16 [FAX NO. 425 481 3812] 015

TRADEMARK  
REEL: 002467 FRAME: 0973