

Tab settings

04-25-2002



T

Docket No.:

102067250

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Comerica Bank-California as successor in interest to
Imperial Bank

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other California Chartered Bank 4.19.02

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

3. Nature of conveyance:

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

Execution Date: January 24, 20002

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

Name: netLibrary, Inc.

Internal Address:

Street Address: 3080 Center Green Drive

City: Boulder State: CO ZIP: 80301

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

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

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

A. Trademark Application No.(s)

75/582,333 75/532,141

B. Trademark Registration No.(s)

2,274,437 2,486,517

Additional numbers

☐ Yes ☒ No

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

Name: Cory M. Amron, Esquire

Internal Address:

Vorys Sater Seymour and Pease, LLP

Street Address: 1828 L Street, N.W.; 11th Floor

City: Washington

State: DC ZIP: 20036

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

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

22-0585

DO NOT USE THIS SPACE

04/24/2002 610K11 00000097 75582333

01 FC:481
02 FC:482

40.00 OP
75.00 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.

Cory M. Amron

Name of Person Signing

Signature

April 19 2002

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK
REEL: 2490 FRAME: 0471

04-25-2002



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To the Honorable Commissioner of Patents

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☐ Corporation-State
☒ Other California Chartered Bank

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Internal Address:

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Street Address: 1828 L Street, N.W.; 11th Floor

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ \$115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

22-0585

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Cory M. Amron

Name of Person Signing

Signature

April 19 2002

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 2490 FRAME: 0472

TERMINATION AND RELEASE OF SECURITY INTEREST

WHEREAS, NETLIBRARY, INC. ("DEBTOR"), by change of name from INTERACTIVE KNOWLEDGE, INC, a Delaware corporation with a place of business at 3080 Center Green Drive, Boulder, Colorado 80301, and COMERICA BANK-CALIFORNIA, a California chartered bank (SECURED PARTY), successor in interest to Imperial Bank, a Delaware corporation with a place of business at 226 Airport Parkway, San Jose, California 95110-1024, are parties to a Mortgage and Grant of Security Interest with Respect to Trademarks executed January 8, 1999, amended on June 17, 1999, pursuant to which DEBTOR conveyed to SECURED PARTY a security interest in and certain other rights with respect to the collateral described in the Security Agreement or thereafter acquired, including, the trademarks, applications and registrations therefor listed on Schedule A, attached to and made a part of this Termination and Release of Security Interest; and

WHEREAS, the Mortgage and Grant of Security Interest with Respect to Trademarks was recorded with the U.S. Trademark Office on January 15, 1999 at Reel/Frame 1841/0627;

WHEREAS, SECURED PARTY succeeded to the interests of Imperial Bank and assumed all of Imperial Bank's rights, interests and obligations under the Security Agreement;

WHEREAS DEBTOR changed its name to NETLIBRARY, INC., and such name change was recorded with the U.S. Trademark Office on March 17, 2000 at Reel/Frame 2056/0093;

WHEREAS, DEBTOR and SECURED PARTY entered into an Amendment to Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks ("Amendment") on June 17, 1999 which Amendment was recorded with the U.S. Trademark Office on July 15, 1999 at Reel/Frame 1928/0429 (the Mortgage and Grant of Security Interest with Respect to Trademarks and the Amendment are collectively referred to as the "Security Agreement");

WHEREAS, SECURED PARTY, for consideration received from DEBTOR, has agreed to release and terminate its security interest in and to assign to DEBTOR all of SECURED PARTY's rights with respect to the collateral described in the Security Agreement or thereafter acquired, including, but not limited to the trademarks and applications and registrations therefor listed on Schedule A hereto.

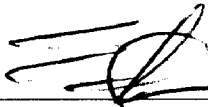
NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

SECURED PARTY has released and terminated and does hereby release and terminate its security interest in, and assign to DEBTOR, all of SECURED PARTY's rights with respect to the collateral described in the Security Agreement or thereafter acquired, including, but not limited to the trademarks and applications and registrations therefor listed on Schedule A hereto.

IN WITNESS WHEREOF, SECURED PARTY has caused this instrument to be executed by its duly authorized officer or representative effective as of the date indicated below.

COMERICA BANK-CALIFORNIA

Date: 1/24/2002

By: _____

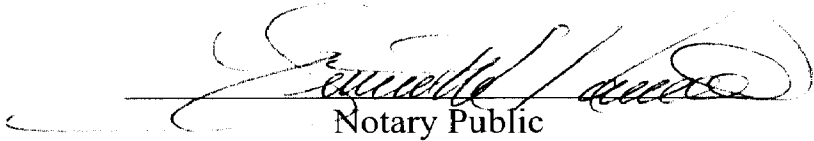
Name: ED MESSMAN

Title: VP

STATE OF Colorado)
) ss:
COUNTY OF Denver)



On this 4th day of April, 2002, before me, a Notary Public in and for the above-mentioned jurisdiction, personally appeared Ed Messman, to me known and known to be the Vice President / Lending of Comerica Bank-California, and who acknowledged to me that he or she executed the foregoing Termination and Release of Security Interest pursuant to authority duly received.


Notary Public

SCHEDULE A

Trademark

Registration/ Serial No.

I-KNOW

75-532,141 (abandoned)

KNOWLEDGE STATION

75-582,333 (abandoned)

COMPUTERS THAT MOVE YOU

2,274,437

NETLIBRARY

2,486,517