

05-17-2002



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

REC 1

102094547

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

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

1. Name of conveying party(ies): SAIC Venture Capital Corporation 5-7-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Conita Technologies, Inc.
Internal
Address:
Street Address: 1200 Main Street, Suite 900
City: Columbia State: SC Zip: 29201
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State South Carolina
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 of Security Interest
Execution Date: 5/1/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/894397, 76/087311, 76/095660, 76/101276
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas A. Brumgardt
Internal Address:
Nelson Mullins Riley & Scarborough, L.L.P.
Street Address: Keenan Building, Third Floor
1330 Lady Street
City: Columbia State: SC Zip: 29211

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1196

DO NOT USE THIS SPACE

9. Signature.
Thomas A. Brumgardt
Name of Person Signing

Signature
Date: May 6, 2002

13

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

OFFICE OF RECORDS
MAY 7 11 57 AM '02
FINANCE SECTION

ATTACHMENT

1. Additional names of conveying parties:

Coastal Growth Partners, L.P.
Peterson Ventures III, LLC
Franklin Covey Co.
Doug Holmes
Larry Wilson

4.A. Additional Trademark Application No.(s):

76/087310
76/101275
75/894973
76/087441

~ Doc# 5218877.01 ~

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is made as of this 30th day of April 2002 by and among Conita Technologies, Inc. ("Conita") and Coastal Growth Partners, L.P. ("Coastal"), SAIC Venture Capital Corporation ("SAIC-VCC"), Franklin Covey Co. ("FCC"), Doug Holmes ("DH"), Peterson Ventures III, LLC ("PV") and G. Larry Wilson ("GLW") (collectively, the "Lenders").

WHEREAS, the Lenders made certain loans in accordance with (i) a Loan Agreement dated as of February 16, 2001, by and among Conita, Coastal, SAIC-VCC, FCC, DH and PV, (ii) an Assignment and Assumption Agreement, dated as of June 29, 2001, by and among PV, GLW and Conita, and (iii) an Agreement, dated June 29, 2001, by and among Conita, PV and DH, that are secured by a Security Agreement dated as of February 16, 2001, as amended in July 2001 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the parties filed Notices of Recordation of Assignment with the United States Department of Commerce, Patent and Trademark Office on March 26, 2001 and July 30, 2001, and a Financing Statement on Form UCC-1 and an amendment thereto on Form UCC-3 with the Office of Secretary of State for the State of South Carolina on March 12, 2001 and July 30, 2001, respectively; and

WHEREAS, the Lenders now desire to release their liens and security interests in and to the assets of Conita and terminate such filings;

NOW, THEREFORE, in consideration of the foregoing and the agreement set forth herein, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Release. Lenders hereby forever release and terminate any and all security interests or other lien rights (whether statutory, expressly created, arising in tort or otherwise) in and to any and all assets of Conita, including (but not limited to) (i) the Collateral, as this term is defined in the Security Agreement; (ii) assets described in any and all previous filings made with the United States Department of Commerce, Patent and Trademark Office, including (but not limited to) the Notices of Recordation of Assignments listed in Exhibit I hereto; and, (iii) assets described in any and all previous filings made with the Office of Secretary of State for the State of South Carolina.

2. Lenders Acknowledgement. Lenders hereby acknowledge and agree that Conita may make any and all necessary filings with the appropriate governmental agencies in order to terminate any and all filings previously made in connection with the security interests or other lien rights referenced above. Lenders hereby further acknowledge that, other than as explicitly set forth in the Security Agreement, they have no security interest or lien right in or to any asset of Conita as of the date of this Release Agreement.

3. Further Assurances. The parties hereto shall cooperate with each other and execute and deliver, or cause to be executed and delivered, all such additional instruments and take all such other actions as may reasonably be requested from time to time in order to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

By: [Signature]
Name: JERRY F. McELROY
Title: PRESIDENT AND CEO

By: [Signature]
Name: R. SCOTT WOOD
Title: VICE PRESIDENT

COASTAL GROWTH PARTNERS, L.P.

PETERSON VENTURES III, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Doug Holmes

SAIC VENTURE CAPITAL CORPORATION

G. Larry Wilson

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

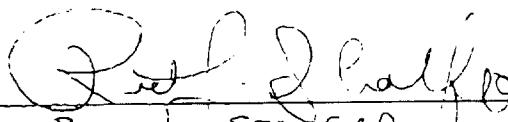
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COASTAL GROWTH PARTNERS, L.P.

PETERSON VENTURES III, LLC

By: _____
Name: _____
Title: _____

By: 
Name: RICK W STRATFORD
Title: MANAGER

Doug Holmes

SAIC VENTURE CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

G. Larry Wilson

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COASTAL GROWTH PARTNERS, L.P.

PETERSON VENTURES III, L.L.C.

By: Adrian N. Wilson
Name: Adrian N. Wilson
Title: Fund Manager

By: _____
Name: _____
Title: _____

Doug Holmes

SAIC VENTURE CAPITAL CORPORATION

G. Larry Wilson

By: _____
Name: _____
Title: _____

-Doc# 5215752.02 -

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COASTAL GROWTH PARTNERS, L.P.

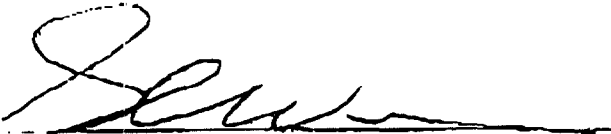
PETERSON VENTURES III, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Doug Holmes

SAIC VENTURE CAPITAL CORPORATION


G. Larry Wilson

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COASTAL GROWTH PARTNERS, L.P.

PETERSON VENTURES III, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Doug Holmes

SAIC VENTURE CAPITAL CORPORATION

By: Kevin A. Werner
Name: Kevin A. Werner
Title: President & Managing Director

G. Larry Wilson

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CONITA TECHNOLOGIES, INC.

FRANKLIN COVEY CO.

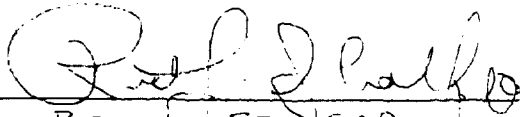
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COASTAL GROWTH PARTNERS, L.P.

PETERSON VENTURES III, LLC

By: _____
Name: _____
Title: _____

By: 
Name: RICK W STRATFORD
Title: MANAGER


Doug Holmes

SAIC VENTURE CAPITAL CORPORATION

G. Larry Wilson

By: _____
Name: _____
Title: _____

EXHIBIT I to RELEASE AGREEMENT**NOTICES OF RECORDATION OF ASSIGNMENTS**

Notice of Recordation of Assignment Document Reel/Frame No. 011651/0456 filed with the United States Department of Commerce Patent and Trademark Office on March 26, 2001, by SAIC Venture Capital Corporation, Coastal Growth Partners, L.P., Peterson Ventures III, LLC, Doug Holmes and Franklin Covey Co.

Notice of Recordation of Assignment Document Reel/Frame No. 002266/0760 filed with the United States Department of Commerce Patent and Trademark Office on March 26, 2001, by SAIC Venture Capital Corporation, Coastal Growth Partners, L.P., Peterson Ventures III, LLC, Doug Holmes and Franklin Covey Co.

Notice of Recordation of Assignment Document Reel/Frame No. 012022/0273 filed with the United States Department of Commerce Patent and Trademark Office on July 30, 2001, by Larry Wilson.

Notice of Recordation of Assignment Document Reel/Frame No. 002339/0579 filed with the United States Department of Commerce Patent and Trademark Office on July 30, 2001, by Larry Wilson.

UCC-3

STATE OF SOUTH CAROLINA FILING FEES:

- \$ 8.00 - Each filing
- \$10.00 - More than two (2) pages

- \$20.00 - Public Finance Transaction
- \$20.00 - Manufactured Home Transaction

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

For each additional Debtor more than two (2), add \$2.00 for each additional debtor.

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Conita Technologies, Inc.
 1200 Main Street, Suite 900
 Columbia, SC 29201

8

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **010312-150548A**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Conita Technologies, Inc.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID# (Organizations) UCC-3 ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

TERMINATED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
See Attached

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

9. The names of the Secured Parties of Record authorizing this termination are as follows:

SAIC Venture Capital Corporation

Coastal Growth Partners, L.P.

Peterson Ventures III, LLC

Franklin Covey Co.

Doug Holmes

G. Larry Wilson

- Doc# 52 8892.01 -