

OFFICE OF PATENT & TRADEMARKS
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Director For Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8-30-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
May 3, 2002
- Change of Name
- Other Release of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner For Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002574 FRAME: 0711

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,269,689"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,224,711"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Deborah J. Peckham

Signature

Date Signed

AUGUST 30, 2002

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, Beansprout Networks, Inc. is a Delaware Corporation having a principal place of business at 10 Wilson Road, Cambridge, MA 02138 ("**Beansprout**"); and

WHEREAS, Comerica Bank – California, successor by merger to Imperial Bank with a place of business at 100 Federal Street, 28th Floor, Boston, MA (the "**Lender**") is the holder of a "Intellectual Property Security Agreement" dated November 18, 1999, and recorded in the United States Patent & Trademark Office on December 7, 1999 at microfilm reel # 001996, frame # 0038 (the "**Security Agreement**," copy attached); and

WHEREAS, the Lender desires to terminate the Security Agreement and to execute and deliver to Beansprout all deeds, assignments and other instruments as may be reasonably necessary to revest in Beansprout full title to the Collateral set forth in the Security Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender Hereby relinquishes unto Beansprout the continuing security interest in and lien on the "Collateral" as defined in the Security Agreement, and otherwise assigns, grants and conveys to Beansprout any and all rights the Lender may have in or to the Collateral of the Security Agreement in order to revest in Beansprout full title to said Collateral effective as of May 2, 2002.

The Lender hereby represents and warrants that it has not assigned any interest in the Collateral and has the unqualified right to enter into this release and perform its terms.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 29th day of August, 2002__.

Comerica Bank – California, as Assignee of Imperial Bank

By: James Demoy
James Demoy

Its: V.P. of Technology and Life Sciences Division
Duly Authorized

STATE/Commonwealth of [MA.])

COUNTY OF SUFFOLK

)ss. _____
)

On this 29 day of August, 2002, before me, the subscriber, JAMES DEMOY personally came to me, known and known to be the same person described in and who executed the foregoing instrument, and duly acknowledged that he/she executed the same.

Karl G. Neuman
Notary Public
Commission Expires on _____

KARL G. NEUMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 13, 2001

Exhibit A

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
BEANSPROUT NETWORKS	2,269,689	08/10/99
BEANSPROUT	2,224,711	02/16/99

2444091_1

RECORDED: 08/30/2002

**TRADEMARK
REEL: 002574 FRAME: 0714**