

09-12-2002



102219342

SHEET  
1LY

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

9/12/02

Tab settings → → →

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

1. Name of conveying party(ies):

**Hand Held Products, Inc.**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Intellectual Property Security Agreement
- Merger
- Change of Name

Execution Date: August 12, 2002

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

Name: @POS.Com, Inc.

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

Street Address: 3051 North First Street

City: San Jose State: CA ZIP: 95134

- 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  
(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)

75/572,188 ; 76/200,011 ; 76/141,019  
76/200,113 ; 76/199,764 ; 76/225,821

B. Trademark Registration No.(s)

2,242,555

Additional numbers attached?  Yes  No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): ..... \$190.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

09/12/2002 DBYRNE 00000141 75572188

DO NOT USE THIS SPACE

FC: 401 40.00 OP  
PC: 102 150.00 OP

Robyn Rahbar, Esq.  
Name of Person Signing

Robyn Rahbar  
Signature

9/11/02  
Date

Total number of pages including cover sheet, attachments, and documents: 8

# TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, @POS.COM, INC., a Delaware corporation located at 3051 North First Street, San Jose, CA 95134, and CROSSVUE, INC., a Delaware corporation located at 3051 North First Street, San Jose, CA 95134 (individually a "Debtor" and collectively the "Debtors"), are the owners and registrants of record in the United States Patent and Trademark Office of the patents and trademarks set forth on Schedules I and II attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and the registrations of and applications for said patents and trademarks set forth therein.

WHEREAS, pursuant to a certain Intellectual Property Security Agreement dated as of June 26, 2002 by and among Debtors and Hand Held Products, Inc. ("HHP") (the "IP Security Agreement") Debtors pledged and granted to HHP a security interest in, among other things, all of Debtors' right, title and interest in all patents, trademarks, and copyrights, and all licenses thereof, including but not limited to those set forth on Schedules I and II.

WHEREAS, the IP Security Agreement was duly recorded with the United States Patents and Trademark Office.

WHEREAS, the indebtedness secured by the IP Security Agreement has now been satisfied in full and HHP is willing to release and discharge all right, title and interest in, to and under any security interest granted by the IP Security Agreement in the Intellectual Property Collateral referred to therein, including but not limited to the patents, trademarks and applications listed on Schedules I and II.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HHP, intending to be legally bound, hereby agrees that the IP Security Agreement is terminated and releases and discharges any and all security interest that it has in or lien upon the following pursuant to the IP Security Agreement, whether presently existing or hereafter created or acquired by or arising in favor of such Debtor and whether owned or consigned by or to, or licensed from or to, such Debtor:

- (i) all of its patents, patent applications and patent licenses to which it is a party including those referred to on Schedule I hereto;
- (ii) all of its trademarks, trademark applications and trademark licenses to which it is a party including those referred to on Schedule II hereto;
- (iii) all of its copyrights, copyright applications and copyright licenses to which it is a party including those referred to on Schedule III hereto;
- (iv) all reissues, continuations or extensions of the foregoing;

818470.04

(v) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future (A) infringement or dilution of any patent or patent licensed under any patent license, (B) injury to the goodwill associated with any patent or any patent licensed under any patent license, (C) infringement or dilution of any trademark or trademark licensed under any trademark license, (D) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (E) infringement or dilution of any copyright or copyright licensed under any copyright license, and (F) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

Except to the extent that applicable federal law shall be superseding, the construction, interpretation and performance of this agreement shall be governed by the law of the State of New York without regard to its choice of law rules. HHP hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest granted by the IP Security Agreement.

Notwithstanding the foregoing, this agreement shall have no impact whatsoever on any license agreement between POS and HHP or Crossvue and HHP, and HHP shall retain all such license rights in the Intellectual Property Collateral, if any, as may otherwise have been granted pursuant to such license agreements.

IN WITNESS WHEREOF, HHP has caused this Termination to be duly executed by its officer thereunto duly authorized, effective as of the 12<sup>th</sup> day of August, 2002.

HAND HELD PRODUCTS, INC.

By: J. R. [Signature]  
Title: President + CEO

318470.04

TRADEMARK  
REEL: 002580 FRAME: 0288

STATE OF NEW YORK )  
 ) ss  
COUNTY OF ONONDAGA )

On the 9<sup>th</sup> day of August 2002, before me personally came Kevin R. Jost, who is personally known to me to be the President/CEO of HAND HELD PRODUCTS, INC.; who, being duly sworn, did depose and say that she/he is the President/CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

GEORGE S. SMITH II  
Notary Public, State of New York  
Qualified in Onondaga County No. 4877823  
My Commission Expires February 19, 2003

818470.04

TRADEMARK  
REEL: 002580 FRAME: 0289

**SCHEDULE I**

**I. U.S. PATENT REGISTRATIONS -- @POS.Com, Inc.**

| <u>Patent</u>  | <u>Reg. No.</u> | <u>Issue Date</u> |
|--|-----------------|-------------------|
| Writing Instrument   | 5,912,662       | 6/15/99           |
| Method and Apparatus for Lossless Compression of Signature Data                              | 6,011,873       | 1/4/00            |
| PCMCIA-Based Point of Sale Transaction System  | 6,234,389       | 5/22/01           |
| Positive Retention Sleeve for Modular Connector  | 6,080,001       | 6/27/00           |
| Modular Signature and Data Captive System and Point of Transaction Payment and Reward System | 6,193,152       | 2/27/01           |

**II. U.S. PATENT APPLICATIONS -- @POS.Com, Inc.**

| <u>Patent</u>   | <u>Application No.</u> | <u>File Date</u> |
|---|------------------------|------------------|
| A Visual Design Tool Using Visual Basic 5.0 for Point-of-Sale Device  | 09/588,268             | 6/5/00           |
| A Virtual-Product Presentation System                                 | 09/615,363             | 7/13/00          |
| Frames-Based Advertising Service With Response And Activity Reporting | 09/653,767             | 9/1/00           |
| Distributed Service Architecture At The Point of Sale or Service      | 09/716,604             | 11/20/00         |
| A Secure Encrypting Pin Pad   | 09/588,109             | 5/31/00          |
| An IPOS Transaction Terminal  | 09/628,567             | 7/31/00          |
| Lossless Variable   | 09/981,546             | 10/17/01         |

818470.04

Bit Signature Compression

|   |            |         |
|---|------------|---------|
| Ruggedized Water Sealed, Security-Enhanced Touch Pad Assembly | 10/044,095 | 1/11/02 |
| Touch-Pad Cover Protecting Against Wear, Spills and Abuse     | 09/710,364 | 11/7/00 |
| A Touch Pad That Confirms its Security                        | 09/887,150 | 6/21/00 |

III. FOREIGN PATENT APPLICATIONS -- @POS.Com, Inc.

| <u>Title</u>   | <u>Application No.</u> | <u>File Date</u> | <u>Country</u> |
|--|------------------------|------------------|----------------|
| A Distributed-Service Architecture At The Point Of Sale Or Service | USO1/43616             | 11/20/01         | PCT            |
| A Secure Encryption Pin Pad  | USO1/17770             | 5/13/01          | PCT            |
| A Touch Pad That Confirms Its Security                             | USO1/43626             | 11/21/01         | PCT            |

IV. PATENT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
|                          | NONE                     |                |

818470.04

SCHEDULE II

I. TRADEMARK REGISTRATIONS -- @POS.COM, INC.

| <u>Mark</u>            | <u>Reg. No.</u> | <u>Date</u> |
|------------------------|-----------------|-------------|
| Design (Lines and Pen) | 2,242,555       | 5/4/99      |

II. TRADEMARK APPLICATIONS -- @POS.COM, INC.

| <u>Mark</u>       | <u>Application No.</u> | <u>Date</u> |
|-------------------|------------------------|-------------|
| IPOS              | 75/572,188             | 10/16/98    |
| Mobinetix Systems | 76/200,011             | 01/24/00    |
| POSBUILDER        | 76/141,019             | 10/3/00     |
| POSCanary         | 76/200,113             | 01/24/01    |
| POSPremium        | 76/199,764             | 01/24/01    |
| Secureglass       | 76/225,821             | 3/15/01     |

III. TRADEMARK APPLICATIONS -- CROSSVUE, INC.

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|-------------|------------------------|-------------|
| Crossvue    | 76/246,336             | 4/24/01     |
| Crossvue    | 76/182,705             | 12/18/00    |
| My Receipts | 76/119,601             | 8/29/00     |

IV. TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
| NONE                     |                          |                |

818470.04

SCHEDULE III

I. COPYRIGHT REGISTRATIONS

| <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------|-----------------|-------------|
| NONE             |                 |             |

II. COPYRIGHT APPLICATIONS

| <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|------------------|------------------------|-------------|
| NONE             |                        |             |

III. COPYRIGHT LICENSES

| <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|--------------------------|--------------------------|----------------|
| NONE                     |                          |                |

818473.04