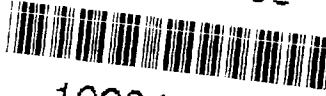


01-28-2003



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

U.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):

1-6-03

- (A) St. Paul Venture Capital VI, LLC
(B) SAIC Venture Capital Corporation
Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Nevada, Other Delaware

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

Execution Date: December 23, 2002

2. Name and address of receiving party(ies)

Name: Aravox Technologies, Inc. Internal Address: Suite 1105

Street Address: 4201 Lexington Avenue North

City: Arden Hills State: MN 55126

- 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)

B. Trademark Registration No.(s)

2,510,097 2,573,301

Additional number(s) attached Yes No

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

Name: Gregg Reed, Esq.

Internal Address:

Proskauer Rose LLP

Street Address:

1585 Broadway

City: New York State: NY Zip: 10036-8299

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

16-2500

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Gregg Reed Name of Person Signing

Gregg Reed Signature

January 2, 2002 Date

01/27/2003 MUELLER 00000163 162500 2510097

Total number of pages including cover sheet, attachments, and document: 4

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

01 FC:8521 40.00 CH 02 FC:8522 25.00 CH

TRADEMARK REEL: 002659 FRAME: 0150

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY**

This Termination and Release of Trademark Security, dated effective as of December 23, 2002, by St. Paul Venture Capital VI, LLC, a Delaware limited liability company, and SAIC Venture Capital Corporation, a Nevada corporation (collectively, the "Secured Parties"), is executed by the Secured Parties in favor of Aravox Technologies, Inc. (the "Company").

WHEREAS, in connection with the issuance of certain secured promissory notes, the Company and the Secured Parties entered into an Intellectual Property Security Agreement dated as of August 7, 2002 (the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002570, Frame 0371, for the purpose of securing payment and performance of the Obligations (as defined by the Security Agreement):

WHEREAS, pursuant to the Security Agreement, the Company pledged and assigned to, and granted to the Secured Parties a security interest, with power of sale to the extent permitted by law, in the Company's entire right, title and interest in and to the Trademarks (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule A attached hereto; and

WHEREAS, the Secured Parties have agreed to terminate and release their security interest in the Trademarks as herein provided:

NOW, THEREFORE, for valuable consideration, the Secured Parties hereby terminate and release their security interest in the Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto, and the Secured Parties hereby assign and transfer to the Company, without representations, warranty or recourse (other than a warranty that Secured Parties have not assigned or transferred their right, title and interest in and to the Trademarks to any other person or entity), all the Secured Parties' right, title and interest in and to the Trademarks, including, without limitation, the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above. The Secured Parties will execute such further documents as deemed reasonably necessary by Company to confirm and effect this termination and release.

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release of Trademark Security effective as of the date and year first above written.

ST. PAUL VENTURE CAPITAL VI, LLC,

By: SPVC Management VI, LLC

Its: Managing Member

By: 

Its: Managing Director

**SAIC VENTURE CAPITAL
CORPORATION**

By: _____

Name: _____

Title: _____

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY**

This Termination and Release of Trademark Security, dated effective as of December 23, 2002, by St. Paul Venture Capital VI, LLC, a Delaware limited liability company, and SAIC Venture Capital Corporation, a Nevada corporation (collectively, the "Secured Parties"), is executed by the Secured Parties in favor of Aravox Technologies, Inc. (the "Company").

WHEREAS, in connection with the issuance of certain secured promissory notes, the Company and the Secured Parties entered into an Intellectual Property Security Agreement dated as of August 7, 2002 (the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002570, Frame 0371, for the purpose of securing payment and performance of the Obligations (as defined by the Security Agreement):

WHEREAS, pursuant to the Security Agreement, the Company pledged and assigned to, and granted to the Secured Parties a security interest, with power of sale to the extent permitted by law, in the Company's entire right, title and interest in and to the Trademarks (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule A attached hereto; and

WHEREAS, the Secured Parties have agreed to terminate and release their security interest in the Trademarks as herein provided:

NOW, THEREFORE, for valuable consideration, the Secured Parties hereby terminate and release their security interest in the Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto, and the Secured Parties hereby assign and transfer to the Company, without representations, warranty or recourse (other than a warranty that Secured Parties have not assigned or transferred their right, title and interest in and to the Trademarks to any other person or entity), all the Secured Parties' right, title and interest in and to the Trademarks, including, without limitation, the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above. The Secured Parties will execute such further documents as deemed reasonably necessary by Company to confirm and effect this termination and release.

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release of Trademark Security effective as of the date and year first above written.

ST. PAUL VENTURE CAPITAL VI, LLC,

By: SPVC Management VI, LLC
Its: Managing Member

By: _____
Its: Managing Director

**SAIC VENTURE CAPITAL
CORPORATION**

By: Gian Brown
Name: Gian Brown
Title: General Counsel

SCHEDULE A

UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
ARAVOX	2573301	1/23/01
ARAVOX TECHNOLOGIES & Design	2510097	1/23/01