

03-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨



102387506

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): Huntington Technology Fund, L.P. 3-6-03
Individual(s) Association
General Partnership Limited Partnership California
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Gyration, Inc.
Internal Address:
Street Address: 12930 Saratoga Avenue, Building C
City: Saratoga State: California Zip: 95070
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State California
Other

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Release of Security Interest
Execution Date: March 3, 2003

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) 76/364,909
B. Trademark Registration No.(s) 1,794,145 1,842,813
Additional number(s) attached Yes No

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed
Authorized to be charged to deposit account, if necessary.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda G. Henry, Esq.
Internal Address:
Street Address: Fenwick & West LLP
Silicon Valley Center, 801 California Street
City: Mountain View State: California Zip: 94041

8. Deposit account number: 500261

DO NOT USE THIS SPACE

9. Signature. Linda G. Henry, Esq. Name of Person Signing
Linda G. Henry Signature
March 6, 2003 Date
Total number of pages including cover sheet, attachments, and document: 14

03/11/2003 DBYRNE 00000109 76364909
FC:8521 40.00 OP
FC:8522 50.00 OP

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

EV255744595US

TRADEMARK REEL: 002688 FRAME: 0266

Item 1 (continuation)

Name of Conveying Party(ies):

Berg & Berg Enterprises, LLC

Other a California limited liability company

TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST

This Termination, Release and Reassignment of Security Interest (this "**Release**"), dated as of March 03, 2003, is executed by BERG & BERG ENTERPRISES, LLC, a California limited liability company ("**Berg**"), as an agent for itself and for each of the other parties described on Schedule 1 attached hereto, (collectively, "**Secured Parties**") and HUNTINGTON TECHNOLOGY FUND L.P., a California limited partnership ("**Huntington**") as agent for itself and for each of the other Secured Parties, in favor of GYRATION, INC., a California corporation (the "**Company**"). Berg and Huntington are hereinafter collectively referred to as the "**Agent**." (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in (i) the Security Agreement dated as of August 12, 2002 (the "**Security Agreement**") by and between the Company and the Agent, as agent for itself and for each of the other Secured Parties, and (ii) the Intellectual Property Security Agreement dated as of August 12, 2002 (the "**IP Security Agreement**") by and between the Company and the Agent, as agent for itself and for each of the other Secured Parties.

A. Pursuant to the terms of the Security Agreement, the Company granted the Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Company's right, title and interest in, to and under the items of personal property listed on Schedule 2 hereto (all of which being referred to herein collectively as the "**Collateral**") and defined in the Security Agreement.

B. Pursuant to the terms of the IP Security Agreement, the Company granted the Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Company's right, title and interest in and to all Copyrights, Patents, Patent Licenses, Trademarks, Trademark Licenses and Trade Secrets ("**Intellectual Property**") listed on Exhibits A, B, and C hereto (collectively the "**Intellectual Property Collateral**") including without limitation, all Proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

C. On August 19, 2002, the Agent, as agent for itself and for each of the other Secured Parties, recorded a Grant of Security Interest ("**IP Assignment**") with the United States Patent and Trademark Office, as document No. 102194501, at Reel 013193, Frame 0007.

D. The Obligations of the Company pursuant to which the Security Agreement and IP Security Agreement were entered into, have been paid in full and fully performed. The Agent, as agent for itself and for each of the other Secured Parties, has delivered to the Company, at the Company's sole cost and expense, such documents that the Company has reasonably requested to evidence such termination, in each case in accordance with the provisions of the Security Agreement and the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agent, as agent for itself and for each of the other Secured Parties, hereby releases, terminates and discharges all of its right, title and interest in, to or under the Collateral and Intellectual Property Collateral (including but not limited to the security interest granted to the Agent by the Security Agreement, the IP Security Agreement and the IP Assignment). Any right, title and interest of the Agent in, to and under the Collateral and Intellectual Property Collateral shall hereby cease and become void, and the IP Assignment shall hereby terminate.

2. The Agent, as agent for itself and for each of the other Secured Parties, hereby agrees to execute such instruments and to take such other actions as the Company shall reasonably request to terminate any security interest in the Collateral and in the Intellectual Property Collateral pursuant to the Security Agreement, the IP Security Agreement and IP Assignment, and otherwise to effectuate the release of the Collateral and Intellectual Property Collateral from the lien of such security interest.

3. The Agent, as agent for itself and for each of the other Secured Parties, acknowledges and agrees that the Company and its successors and assigns may rely upon this Release, and the Agent further consents to the issuance to the Company by the Commissioner of Patents and Trademarks of Certificates of Registration as evidence of ownership by the Company of the Intellectual Property listed on Exhibits A, B, and C hereto, and the recordation of a copy hereof in the United States Patent and Trademark Office and elsewhere as may be necessary or desirable to give full effect hereto.

4. The Agent's address is:

Berg & Berg Enterprises, LLC
10050 Bandle Drive
Cupertino, CA 95014
Attn: Carl Berg

Huntington Technology Fund, L.P.
19700 Fairchild Road
Irvine, CA 92612
Attention: Scott Burri

The Company's address is:

Gyration, Inc.
12930 Saratoga Avenue
Building C
Saratoga, CA 95070
Attention: Thomas J. Quinn

SCHEDULE 1

Secured Parties

Name/Address	Loan Amount
Berg & Berg Enterprises, LLC 10050 Bandley Drive Cupertino, CA 95014	\$1,250,000.00
Huntington Technology Fund, L.P. 19700 Fairchild Road, Suite 290 Irvine, CA 92612	\$750,000.00
New York Life Insurance Company 51 Madison Avenue New York, N.Y. 10010	\$500,000.00

SCHEDULE 2

Personal Property

1. all Accounts;
2. all Cash;
3. all Chattel Paper;
4. all Commercial Tort Claims;
5. all Contracts;
6. all Copyrights;
7. all Deposit Accounts;
8. all Documents;
9. all Electronic Chattel Paper;
10. all Equipment;
11. all Fixtures;
12. all General Intangibles;
13. all Goods;
14. all Instruments;
15. all Inventory;
16. all Letter-of-Credit Rights;
17. all Patents;
18. all Patent Licenses;
19. all Payment Intangibles;
20. all Securities to the extent such Securities constitute proceeds of any other items included in the Collateral;

21. all Software;
22. all Supporting Obligations;
23. all Tangible Chattel Paper;
24. all Trade Secrets;
25. all Trademark Licenses;
26. all other goods of Debtor whether tangible or intangible or whether now owned or hereafter acquired by Debtor and wherever located; and
27. all Proceeds and Non-Cash Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, to the extent not otherwise included.

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Application Date</u>
Gyroscopic Pointer and Method	5,898,421	April 27, 1999
Electronic Pointing Apparatus and Method	5,825,350	October 20, 1998
Optically Sensed Wire Gyroscope Apparatus and System and Methods for Manufacture and Cursor Control	5,594,169	January 14, 1997
Gyroscopic Pointer	5,440,326	August 8, 1995
Shaft Angle Encoder with Rotating Off-Axis Interference Pattern	5,138,154	August 11, 1992
Vibrating Rate Gyroscope and Methods of Assembly and Operation	5,698,784	December 16, 1997
Design for Graphic Display Controller	Design Patent 378,751	April 8, 1997

EXHIBIT C

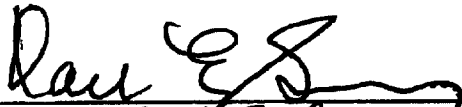
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Application Date</u>
GYRATION	76,364,909	January 31, 2002
GYROPOINT	1,794,145	July 5, 1994
GYROENGINE	1,842,813	September 21, 1993

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

AGENT:

BERG & BERG ENTERPRISES, LLC
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: 
Name: Carl E. Berg
Title: Managing Member

HUNTINGTON TECHNOLOGY FUND, L.P.
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: _____
Name: _____
Title: _____

SECURED PARTIES:

NEW YORK LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

AGENT:

BERG & BERG ENTERPRISES, LLC
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, L.P.
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: A H B
Name: Scott Burni
Title: General Partner

SECURED PARTIES:

NEW YORK LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be executed and delivered by its duly authorized officer on the date first set forth above.

AGENT:

BERG & BERG ENTERPRISES, LLC
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, L.P.
a California limited liability company, for itself as a Secured Party and as Agent for each Secured Party

By: _____
Name: _____
Title: _____

SECURED PARTIES:

NEW YORK LIFE INSURANCE COMPANY,
a New York corporation
By: NYLCAP Manager LLC, its Investment Manager

By: _____
Name: James M. Buler
Title: Vice President *MB*
4/103



FENWICK & WEST LLP

March 6, 2003

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Release of Security Interest
Conveying Parties: Huntington Technology Fund, L.P. and
Berg & Berg Enterprises, LLC
Receiving Party: Gyration, Inc.
GYRATION, Application Serial No. 76/364,909
GYROPOINT, Registration No. 1,794,145
GYROENGINE, Registration No. 1,842,813
Our Reference: 18388-00070

Dear Madam:

Enclosed for filing is a completed Recordation Form Cover Sheet, together with a copy of the Release of Security Interest document, and a check in the amount of \$90.00 to cover the recordation fee. If any additional fees are required, please charge to our Deposit Account No. 50-0261.

Please record the enclosed Release of Security Interest as soon as possible, addressing any correspondence or notifications to Linda G. Henry, Esq. at our Mountain View office.

Very truly yours,

Joan Brennan Jolliffe
Senior Paralegal

JBj/nmb
Enclosures
18388/00070/DOCS/1333303.1

Silicon Valley Center
801 California Street
Mountain View, CA 94041

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Fax 650.938.5200

www.fenwick.com

Silicon Valley • San Francisco • Washington, DC

RECORDED: 03/06/2003

TRADEMARK
REEL: 002688 FRAME: 0279