



03-21-2003



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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

3-14-03

Commerce Bank, N.A.

- Individual(s)
- General Partnership
- Corporation-State
- Other New Jersey Banking Association
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: 12/5/02

2. Name and address of receiving party(ies)

Name: Iridian Technologies, Inc.

Internal  
Address: Suite 1

Street Address: 1245 Church Street

City: Moorestown State: NJ Zip: 08057

- 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) 75/330,021;  
75/330,012; 75/683,266; 75/712,596

B. Trademark Registration No.(s) 1,983,014;  
1,983,038; 2,302,544

Additional number(s) attached  Yes  No

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

Name: Amy E. Carroll

Internal Address: Drinker Biddle & Reath LLP  
Suite 1100

Street Address: 1500 K Street, N.W.

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account  
*(IF FEE INSUFFICIENT OR NO CHECK ATTACHED)*

8. Deposit account number:

50-0573

DO NOT USE THIS SPACE

9. Signature.

Amy E. Carroll

Name of Person Signing

*Amy E. Carroll*  
Signature

3/14/03

Date

Total number of pages including cover sheet, attachments, and document: 7

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

03/20/2003 6TON11 00000063 75330021

01 FC:8521  
02 FC:8522

40.00 OP  
275.00 OP

TRADEMARK  
REEL: 002696 FRAME: 0038

4. (continued – Additional Trademark Applications)

75/846,456

75/846,450

75/786,324

75/714,842

75/848,371

NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST

THIS NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST made and entered into this \_\_\_ day of December 2002, by and between Iridian Technologies, Inc. (f/k/a Iriscan, Inc.), a Delaware corporation (hereinafter, "Pledgor"), and Commerce Bank, N.A., a banking association located at 1701 Route 70 East, Cherry Hill, New Jersey 08034 (hereinafter, "Secured Party").

BACKGROUND

Reference is hereby made to the "Trademark Security Agreement" dated February 3, 2000, and recorded on March 21, 2000, at Reel/Frame 002053/0471, between Pledgor (originally captioned, "Borrower"), and Secured Party (originally captioned, "Lender"). The "Trademark Security Agreement" evidences that Secured Party is the holder of a security interest in the United States trademarks represented by the following registration and application numbers (hereinafter, "Secured Trademarks") and certain other rights related thereto:

<b>Trademark</b>	<b>(App. No.) Reg. No.</b>	<b>(Filing Date) Reg. Date</b>
IRISCAN	1,983,014	9/25/1996
IRISCAN and Design	1,983,038	9/25/1996
IRISCODE	2,302,544	12/21/1999
IRISENGINE	(75/330,021)	(7/24/1997)
SETTING THE STANDARD IN BIOMETRIC IDENTIFICATION	(75/330/012)	(7/24/1997)
IRISKEY	(75/683,266)	(4/14/1999)
IRISACCESS	(75/712,596)	(5/24/1999)
IRISRX	(75/846,456)	(11/11/1999)
IRISECURE	(75/846,450)	(11/11/1999)
PC IRIS	(75/786,324)	(8/26/1999)
IRISCELL	(75/714,842)	(5/27/1999)
IRISMED	(75/848/371)	(11/11/1999)

Secured Trademarks further includes all foreign counterpart applications and registrations corresponding to the above-listed United States trademarks including, without limitation, the marks listed below:

<b>Trademark</b>	<b>Country</b>	<b>(App. No.) Reg. No.</b>	<b>(Filing Date) Reg. Date</b>
IRISCAN and Design	CTM	147,124	9/16/1987
IRISCAN Logo	Japan	4,237,651	2/5/1999

The original intent of Pledgor and Secured Party was in no way to effect the grant, assignment, or conveyance to Secured Party of legal right, title or interest in the Secured Trademarks. Accordingly, in view of the original intent of Pledgor and Secured Party, the "Trademark Security Agreement" shall be interpreted solely as the pledging of a security interest in the Secured Trademarks, and shall in no way be interpreted as a grant, assignment, or conveyance of legal right, title or interest to the Secure Trademarks. Furthermore, Pledgor has fully and unconditionally satisfied its obligations under the Loan Documents (as defined in the Trademark Security Agreement), and pursuant to the terms of the Trademark Security Agreement, the parties wish to terminate the security interest of Secured Party in the Trademark Collateral (as defined in the Trademark Security Agreement).

RE-ASSIGNMENT BY SECURED PARTY TO PLEDGOR

If and to the extent that the Trademark Security Assignment (without regard to this Release) is deemed to have effectively assigned or otherwise transferred from Pledgor to Secured Party record title to any of the Secured Trademarks, then Secured Party hereby re-assigns to Pledgor all of its right, title and interest in and to such Secured Trademarks; provided, however, the re-assignment described in this paragraph shall be made by the Secured Party on a quit-claim basis without representation or warranty, express or implied, and the Pledgor hereby accepts such re-assignment on an AS IS-WHERE IS basis.

NOW, THEREFORE, intending to be legally bound hereby, Secured Party hereby fully and irrevocably terminates its security interest and releases all right, title and interest in and to the above listed Secured Trademarks and the Trademark Collateral (as defined in the Trademark Security Agreement) now held by Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed by their authorized officers as of the day and year first written above.

COMMERCE BANK, N.A.  
("Secured Party")

Dated: 12/5/02

By: [Signature]  
Name: ROBERT B. WORLEY  
Title: REGIONAL VICE PRESIDENT

State of New Jersey )  
County of Burlington ) ss:

On this 5<sup>th</sup> day of December, 2002, before me appeared Robert B Worley, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Secured Party.

[Signature]

Notary Public

My Commission Expires:

THERESA M. SEAMAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 08, 2005

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed by their authorized officers as of the day and year first written above.

IRIDIAN TECHNOLOGIES, INC.  
("Pledgor")

Dated: 2/18/03

By: *Frank FitzGimmer*  
Name: Frank FitzGimmer  
Title: COO

State of New Jersey )  
County of Burlington ) ss:  
)

On this 18th day of ~~December~~, <sup>February, 2003</sup> 2002, before me appeared *Frank FitzGimmer*, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Pledgor.

*Joseph M. Snyder*  
Notary Public

My Commission Expires: 9-18-2006