

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

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

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.

<p>1. Name of conveying party(ies): <b>Alexander Hutton Venture Partners, L.P.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input checked="" type="checkbox"/> Limited Partnership - Washington  <input type="checkbox"/> Corporation  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Myrio Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>3500 Carillon Point</u></p> <p>City: <u>Kirkland</u> State: <u>Washington</u> Zip: <u>98033</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <b>Release of Security Agreement</b></p> <p>Execution Date: <u>10/31/2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <b>76/014,808</b></p>	<p>B. Trademark Registration No.(s)</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">2,549,430</td> <td style="text-align: center;">2,616,702</td> <td style="text-align: center;">2,660,155</td> </tr> <tr> <td style="text-align: center;">2,249,050</td> <td style="text-align: center;">2,660,154</td> <td></td> </tr> </table> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	2,549,430	2,616,702	2,660,155	2,249,050	2,660,154	
2,549,430	2,616,702	2,660,155					
2,249,050	2,660,154						

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Perkins Coie LLP, Attn: Heidi L. Sachs</u></p> <p>Internal Address: <u>Suite 4800</u></p> <p>Street Address: <u>1201 Third Avenue</u></p> <p>City: <u>Seattle</u> State: <u>Washington</u> Zip: <u>98101</u></p>	<p>6. Total number of applications and registrations involved <b>6</b></p> <p>7. Total fee (37 CFR 3.41) ..... <b>\$165.00</b></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>502278</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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**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*

<p><b>Heidi L. Sachs</b></p> <p>_____ Name of Person Signing</p>	<p><i>Heidi Sachs</i></p> <p>_____ Signature</p>	<p><b>11/12/03</b></p> <p>_____ Date</p>
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Total number of pages including cover sheet, attachments, and documents: **13**

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

**CH \$165.00 502278 76014808**

**RECORDATION FORM COVER SHEET  
CONTINUING INFORMATION**

1. Name of conveying party(ies):

NeoCarta Scout Fund, L.L.C., a Delaware limited liability company

NeoCarta Ventures, L.P., a Delaware limited partnership

Ridgewood Myrio, LLC, a Delaware limited liability company

Ridgewood Capital Management, LLC, a Delaware limited liability company

**MYRIO CORPORATION  
STOCKHOLDER CONSENT**

This Consent is entered into as of this 31 day of October, 2003 among Alexander Hutton Venture Partners, L.P. ("AHVP"), NeoCarta Scout Fund L.L.C. and NeoCarta Ventures, L.P. (collectively, "NeoCarta"), Ridgewood Myrio, LLC ("Ridgewood"), Ridgewood Capital Management, LLC ("RW Management"), Jeffrey Strasberg and Myrio Corporation in order to facilitate certain transactions contemplated by that certain Series AA Stock Purchase Agreement of even date herewith (the "Purchase Agreement"). This Consent may be signed in counterpart.

This Consent will be effective and binding against the undersigned only upon consummation of the transaction contemplated by the Purchase Agreement. If that transaction does not occur, for any reason, this consent is of no force or effect.

By signing this Consent, the undersigned consents as follows:

**CONSENT**

**Termination of Warrants**

To the extent the parties to this Consent hold stock warrants issued pursuant to Section 2.2(a) of the Note and Warrant Purchase Agreement dated as of February 21, 2003 and any Warrants to acquire shares of the Company's Preferred Stock at an exercise price of \$0.80 per share issued pursuant to that certain Note and Warrant Purchase Agreement dated as of April 10, 2002, the holders thereof consent to the termination of such warrants and covenant to return the same to the Company for cancellation without additional consideration.

**Termination of Security Agreement**

Those parties to this Consent that are parties to that certain Security Agreement dated as of April 10, 2002, as amended by the First Amendment to Security Agreement dated as of February 21, 2003, consent to the termination of the security interest in the Company's assets granted them pursuant to such Agreement and covenant to execute such termination statements and other documentation as may be reasonably requested by the Company to remove their security interest as an interest of record in the Uniform Commercial Code filing system and the records of the Patent & Trademark Office and Copyright Office of the U.S. government. Notwithstanding the generality of the foregoing, the parties specifically agree to terminate their security interest in the patents and patent applications identified on Exhibit A hereto, the registered trademarks and trademark applications attached on Exhibit B hereto, and the copyright registrations attached on Exhibit C hereto. Such parties also authorize the Company to file and record

any such termination statements or other documents as may be necessary to effectuate the foregoing.

### **Waiver of Right of First Refusal**

To the extent the parties to this Consent are parties to that certain Third Amended and Restated Investor Rights Agreement dated as of September 20, 2001 (the "IRA"), the undersigned waive any rights of first refusal they may have under Section 3 of the IRA with respect to the offering of Series AA Preferred Stock pursuant to the Purchase Agreement. This consent will be effective when Consents have been received from stockholders holding sufficient shares to bind all parties pursuant to Section 5.3 of the IRA.

[SIGNATURE PAGE FOLLOWS]

**COUNTERPART SIGNATURE PAGE TO PREFERRED STOCKHOLDER CONSENT**

**THE COMPANY:**

MYRIO CORPORATION

By Christopher B. Coles  
Christopher B. Coles  
President and Chief Executive Officer

RIDGEWOOD MYRIO, LLC

By Ridgewood Venture  
Management  
Corporation, its Manager

By \_\_\_\_\_  
Robert L. Gold  
President

ALEXANDER HUTTON VENTURE PARTNERS, L.P.

By AHVP Management, LLC

By \_\_\_\_\_  
Jerry E. Keppler  
Its Managing Director

NEOCARTA VENTURES, L.P.

By NeoCarta Associates, LLC,  
Its General Partner

By \_\_\_\_\_  
Margaret M. Jackson  
Managing Director

NEOCARTA SCOUT FUND, L.L.C.

By NeoCarta Associates, LLC,  
Its Manager

By \_\_\_\_\_  
Margaret M. Jackson  
Managing Director

RIDGEWOOD CAPITAL MANAGEMENT, LLC

By \_\_\_\_\_  
Robert L. Gold  
President and CEO

\_\_\_\_\_  
Jeffrey Strasberg

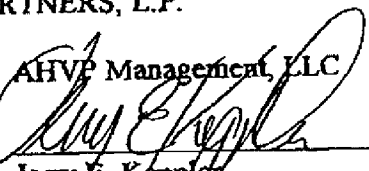
**COUNTERPART SIGNATURE PAGE TO PREFERRED STOCKHOLDER CONSENT**

**THE COMPANY:**

**MYRIO CORPORATION**

By \_\_\_\_\_  
Christopher B. Colcs  
President and Chief Executive Officer

**ALEXANDER HUTTON VENTURE PARTNERS, L.P.**

By AHVP Management, LLC  
By  \_\_\_\_\_  
Jerry E. Keppler  
Its Managing Director

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Its Manager

By \_\_\_\_\_  
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Managing Director

\_\_\_\_\_  
Jeffrey Strasberg

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Robert L. Gold  
President

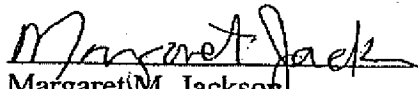
ALEXANDER HUTTON VENTURE  
PARTNERS, L.P.

By AHVP Management, LLC

By \_\_\_\_\_  
Jerry E. Keppler  
Its Managing Director

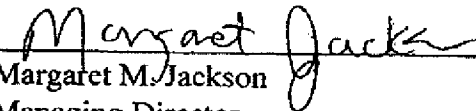
NEOCARTA VENTURES, L.P.

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Its General Partner

By   
Margaret M. Jackson  
Managing Director

NEOCARTA SCOUT FUND, L.L.C.

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By \_\_\_\_\_  
Margaret M. Jackson  
Managing Director

  
\_\_\_\_\_  
Jeffrey Strasberg

**RIDGEWOOD CAPITAL  
MANAGEMENT, LLC**

By \_\_\_\_\_  
Robert L. Gold  
President and CEO



FROM :

FAX NO. :

J 14 2003 11:11AM P3

**COUNTERPART SIGNATURE PAGE TO PREFERRED STOCKHOLDER CONSENT**

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Robert L. Gold  
President

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Managing Director

**RIDGEWOOD CAPITAL MANAGEMENT, LLC**  
By Robert L. Gold  
Robert L. Gold  
President and CEO

\_\_\_\_\_  
Jeffrey Strasberg

Exhibit B  
to Myrio Corporation Stockholder Consent

Myrio Corporation  
TRADEMARKS

Country	Mark Name	Application Number	Application Date	Registration Number	Registration Date
Australia	DESIGN (INTERSECTING RINGS)	865359	02/08/2001	865359	02/08/2001
Australia	LEVERAGING YOUR LINES	860707	12/15/2000		
Australia	MYRIO	860708	12/15/2000	860708	12/15/2000
Canada	DESIGN (INTERSECTING RINGS)	1,093,024	02/14/2001		
Canada	LEVERAGING YOUR LINES	1,086,670	12/15/2000		
Canada	MYRIO	1,086,671	12/15/2000		
Community Trademark	DESIGN (INTERSECTING RINGS)	002096584	02/21/2001	002096584	06/18/2003
Community Trademark	MYRIO	002004851	12/18/2000	002004851	06/18/2003
Hong Kong	MYRIO	26997/2000	12/14/2000	7978/2001	12/14/2000
Israel	MYRIO	144,852	12/14/2000	144,852	10/12/2001
Japan	DESIGN (INTERSECTING RINGS)	2001-11275	02/14/2001	4597546	08/23/2002
Japan	LEVERAGING YOUR LINES	2001-135071	12/15/2001		

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Country	Mark Name	Application Number	Application Date	Registration Number	Registration Date
Japan	MYRIO	2000-135072	12/15/2000	4597540	08/23/2002
Norway	DESIGN (INTERSECTING RINGS)	2001.01939	02/13/2001	216067	10/24/2002
Norway	LEVERAGING YOUR LINES	2001.01938	02/13/2001		
Norway	MYRIO	2001.01937	02/13/2001	216066	10/24/2002
South Korea	DESIGN (INTERSECTING RINGS)	40-2001-6415	02/21/2001	40-533922	10/31/2002
South Korea	DESIGN (INTERSECTING RINGS)	41-2001-2629	02/16/2001		
South Korea	LEVERAGING YOUR LINES	40-2000-58017	12/16/2000		
South Korea	LEVERAGING YOUR LINES	41-2000-31420	12/16/2000		
South Korea	MYRIO	40-2000-58018	12/16/2000		
South Korea	MYRIO	41-2000-31421	12/14/2000		
Switzerland	DESIGN (INTERSECTING RINGS)	01709/2001	02/16/2001	487,909	02/16/2001
Switzerland	DESIGN (INTERSECTING RINGS)	01710/2001	02/16/2001	493,842	02/16/2001
Switzerland	LEVERAGING YOUR LINES	14865/2000	12/15/2000	490,197	12/15/2000
Switzerland	LEVERAGING YOUR LINES	14864/2000	12/15/2000	485,356	12/15/2000
Switzerland	MYRIO	14862/2000	12/15/2000	490,196	12/15/2000
Switzerland	MYRIO	14863/2000	12/15/2000	485,355	12/15/2000
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,653	04/03/2001		

10/31/03

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[SL032960200.DOC]

Country	Mark Name	Application Number	Application Date	Registration Number	Registration Date
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,654	04/03/2001		
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,656	04/03/2001		
United States	DESIGN (INTERSECTING RINGS)	76/116,205	08/24/2000	2,549,430	03/19/2002
United States	DESIGN (INTERSECTING RINGS)	76/116,223	08/24/2000	2,616,702	09/10/2002
United States	DESIGN (INTERSECTING RINGS)	76/116,221	08/24/2000		
United States	DESIGN (INTERSECTING RINGS)	76/116,224	08/24/2000		
United States	LEVERAGING YOUR LINES	76/071,716	06/16/2000		
United States	LEVERAGING YOUR LINES	76/071,717	06/16/2000		
United States	LEVERAGING YOUR LINES	76/071,719	06/16/2000		
United States	LEVERAGING YOUR LINES	76/071,715	06/16/2000		
United States	MYRIO	76/014,804	03/31/2000	2,660,154	12/10/2002
United States	MYRIO	76/014,806	03/31/2000	2,660,155	12/10/2002
United States	MYRIO	76/014,808	03/31/2000		
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,650	04/03/2001		

10/31/03

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[/SL032960200.DOC]

Country	Mark Name	Application Number	Application Date	Registration Number	Registration Date
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,652	04/03/2001		
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,655	04/03/2001		
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,657	04/03/2001		
United States	TOTAL MANAGE	76/231,156	03/27/2001		
United States	ODN	75/391,717	11/17/1997	2,249,050	06/01/1999

10/31/03

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