

10-03-2003

Docket No.:

24768.001

9-29-03 **TRAD**



102565596

Original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

FinanceTech, Inc.
c/o Apple Computer, Inc., Law Dept. MS381
20525 Mariani Avenue
Cupertino, CA 95014

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Interest in Trademarks
- Merger
- Change of Name

Execution Date: July 14, 2003

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

Name: Portrait Displays, Inc.

Internal Address: _____

Street Address: 5117 Johnson Drive

City: Pleasanton State: CA ZIP: 94588

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

If assignee is not domiciled in the United States, a domestic designation is Yes N

(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,670,731

Additional numbers

Yes No

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

Name: Charlotte C. Carberry, Paralegal

Internal Address: _____

Street Address: c/o Manatt, Phelps & Phillips, LLP

1001 Page Mill Road, Building 2

City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1847

DO NOT USE THIS SPACE

10/02/2003 BYRNE 00000131 501047 1670731
01 FC:0521 40.00 BA

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.

David M. Pike, Esq.

Name of Person Signing

Signature

September 19, 2003

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 002837 FRAME: 0057

**TERMINATION OF INTEREST IN TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS**

This Termination of Interest in Trademarks, Trademark Registrations and Trademark Applications (this "Termination") is executed as of July 14, 2003, by FinanceTech, Inc., a Delaware corporation, whose address and principal place of business is c/o Apple Computer, Inc., Law Department, MS38I, 20525 Mariani Avenue, Cupertino, California 95014 ("Assignee") with reference to that certain Grant of Security (Trademarks, Trademark Registrations and Trademark Applications) dated August 14, 1992 (the "Agreement") executed by Brio Technology, Inc., a California corporation ("Assignor"). Effective March 8, 1996, the ownership and all, right, title and interest in and to the trademarks, trademark registrations and trademark applications referenced in the Agreement were transferred to Portrait Display Labs, Inc. (now know as Portrait Displays, Inc.), a California corporation whose address and principal place of business is 5117 Johnson Drive, Pleasanton, California 94588 ("PDI"). Initially capitalized terms not defined in this Termination shall have the meanings set forth in the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Assignee hereby releases the security interests granted by Assignor to Assignee with respect to all patents, trademarks, trademark registrations and trademark applications described in the Agreement. A true and correct copy of the Agreement is attached hereto as Exhibit A.

To the extent that Assignee shall be deemed to have any right, title or interest in such trademarks, trademark registrations or trademark applications, Assignee hereby retransfers and reassigns all of such right, title and interest to PDI, without representation or warranty of any kind whatsoever.

This Termination shall be governed by the laws of the State of California.

In witness whereof, Assignee has caused this Termination to be executed by its duly authorized officer as of the date first above written.

FINANCETECH, INC.

By:  _____

Title: Vice President and Secretary

EXHIBIT A

20085608.1

TRADEMARK
REEL: 002837 FRAME: 0059

**GRANT OF SECURITY
(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)**

WHEREAS, Brio Technology, Inc., a California corporation (herein referred to as "Assignor"), owns the Trademarks listed on Schedule 1-A hereto and has applied to register those marks in the United States Patent and Trademark Office as indicated on such Schedule.

WHEREAS, Assignor has entered into a Secured Loan and Warrant Agreement dated as of April 17, 1992 (as amended, modified or supplemented from time to time in accordance with its terms, the "Agreement") with FinanceTech, Inc., a Delaware corporation, herein referred to collectively as the "Assignee";

WHEREAS, pursuant to the Agreement, Assignor has mortgaged, pledged and granted to Assignee a security interest in the form of a license to use and sublicense the right to use the Trademarks, so as to secure the prompt and complete payment when due of all amounts outstanding under the Secured Promissory Note dated as of April 17, 1992, (such amounts constituting the "Secured Obligations") and the performance and observance by Assignor with all covenants, obligations and conditions to be performed and observed by Assignor pursuant to the Secured Loan Agreement and related documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of the Secured Obligations, and the performance and observance by Assignor with all covenants, obligations and conditions to be performed and observed by Assignor pursuant to the Secured Loan Agreement and related documents, Assignor does hereby mortgage and pledge to Assignee, and grant to Assignee a security interest in the form of a license to use and sublicense the right to use Assignor's Trademarks listed on Schedule 1-A hereto.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in such Trademarks, the registrations thereof and the applications thereof made and granted hereby are more fully set forth in the Secured Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Secured Loan Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

TRADEMARK

REEL 901 FRAME 702

All notices to Assignee should be sent c/o Legal Department, Apple Computer, Inc., 20525 Mariani Avenue, M/S 38-1, Cupertino, California 95014.

IN WITNESS WHEREOF, Assignor has caused this Assignment for a Security to be duly executed by its officer(s) thereunto duly authorized as of the 14th day of August 1992.

By: George J. Edholm
George Edholm
President & Chief Executive
Officer

REEL 901 FRAME 703
TRADEMARK

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

Before me, the undersigned Notary Public in and for the county aforesaid, on this 14th day of August 1992, personally appeared Yorgen Edholm to me known personally and who, being by me duly sworn, deposes and says that he is the President & Chief Executive Officer of Brio Technology, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

11/18/94



TRADEMARK

REEL 901 FRAME 704

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

A. TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Trademark</u>	<u>Filed</u>
74-025906	DataPivot	February 2, 1990

B. TRADEMARK REGISTRATIONS

None

C. OTHER TRADEMARK RIGHTS

<u>Trademark</u>	<u>Date of First Use</u>
BrioWindows	March 1, 1992

REEL 901 FRAME 705
TRADEMARK

RECEIVED
PATENT AND TRADEMARK
OFFICE

NOV -9 1992