

11-10-2003



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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): Fleet National Bank 11.6.03
Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Bank - Massachusetts

2. Name and address of receiving party(ies) Name: Chyron Corporation Internal Address: Street Address: 5 Hub Drive City: Melville State: NY Zip: 11747

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 Interest Execution Date: October 29, 2003

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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)

1,863,596 1,777,102 1,855,628 1,715,201

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Lerner, David, Littenberg, Krumholz & Mentlik, LLP

Internal Address:

Street Address: 600 South Avenue West

City: Westfield State: NJ Zip: 07090

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

Enclosed Authorized to be charged to deposit account

8. Deposit account number: 12-1095

(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.

Robert B. Cohen Name of Person Signing

Signature

November 4, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

11/07/2003 ECDOPER 00000292 121095 102596 01 FC:0721 40.00 DF 02 FC:8522 200.00 DA

TRADEMARK REEL: 002859 FRAME: 0736

**Additional Conveying Parties (1. Continued):****Additional Receiving Parties (2. Continued):**

Name:

Internal Address:

Street Address:

City:

State:

Zip:

Entity type:

**Additional Applications and/or Registration Numbers (4. Continued)**Additional Application No:(s)  
(4A continued):Additional Registration No:(s)  
(4B continued):

1,738,067

1,320,392

1,279,666

1,152,938

1,057,452

## TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT (the "Agreement"), dated as of October 29, 2003, by and between Chyron Corporation, a New York corporation (the "Company"), and Fleet National Bank ("Fleet"), as successor in interest to NatWest Bank, N.A. ("NatWest") (Fleet as successor in interest to NatWest is referred to herein as the "Lender").

### RECITALS

WHEREAS, in connection with a loan (the "Loan") the Company and NatWest entered into the Trademark Collateral Security Agreement (the "Security Agreement"), dated as of March 28, 1996, whereby the Company granted NatWest a security interest (the "Security Interest") in the Trademarks (as defined in the Security Agreement); and

WHEREAS, Fleet became the successor in interest to NatWest;

WHEREAS, all obligations of the Company in connection with the Loan were satisfied completely and in full; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Lender hereby agree to be legally bound as follows:

1. Termination; Release of Liens.

- a. Effective immediately, the Lender hereby terminates and releases the security interest granted to it by the Company, in and to any and all rights, including, but not limited to, the Trademarks pursuant to the Security Agreement, including, but not limited to, the mark registered in the U.S. Patent and Trademark Office as entry No. 1,279,666. In the case that the termination and release of such rights described above in the Trademarks is found not to be effective, the Lender hereby reassigns and transfers any and all of its interests in the rights to the Trademarks to the Company for no additional consideration other than that described above.
- b. The Lender hereby agrees to execute and deliver concurrently herewith, and from time to time hereafter, such termination statements, lien releases, assignments and such other instruments, and to provide such assurances and to do such further acts and things as may be reasonably necessary to terminate and release the Security Interest as contemplated by this Section 1.

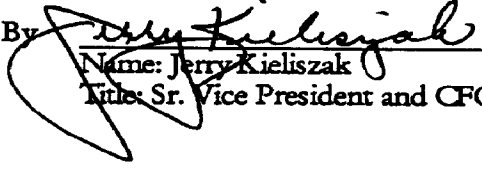
2. Miscellaneous. The undersigned represents and warrants that it is duly authorized to execute this Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter contained herein. This Agreement may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York, without reference to the conflict of laws principles contained therein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together shall constitute one and the same instrument.

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TRADEMARK  
REEL: 002859 FRAME: 0738

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

CHYRON CORPORATION

By   
Name: Jerry Kieliszak  
Title: Sr. Vice President and CFO

FLEET NATIONAL BANK,  
As Successor in Interest to  
NATWEST BANK, N.A.

By \_\_\_\_\_  
Name:  
Title:

**CHYRON CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

**FLEET NATIONAL BANK,  
As Successor in Interest to  
NATWEST BANK, N.A.**

By  \_\_\_\_\_  
Name: Philip A. Davi  
Title: Senior Vice President