

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MITSUBISHI CORPORATION		07/14/2004	CORPORATION: JAPAN
BATTELLE MEMORIAL INSTITUTE		07/14/2004	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	VITEX SYSTEMS, INC.
Street Address:	3047 Orchard Parkway
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76325657	GUARDIAN SYSTEMS
Serial Number:	76325660	VITEX SYSTEMS
Serial Number:	76278218	VPT
Serial Number:	76278219	BARIX
Serial Number:	76278222	BARIX

CORRESPONDENCE DATA

Fax Number: (404)962-6771
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048853939
 Email: trademarks@troutmansanders.com
 Correspondent Name: Troutman Sanders LLP
 Address Line 1: 600 Peachtree Street, N.E.
 Address Line 2: Bank of America Plaza, Suite 5200
 Address Line 4: Atlanta, GEORGIA 30308-2216

OP \$140.00 76325657

ATTORNEY DOCKET NUMBER:

220763.403

NAME OF SUBMITTER:

trademarks@troutmansanders.com

Total Attachments: 4

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REASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Reassignment and Release of Security Interest is made as of August 10, 2004 by Mitsubishi Corporation and Battelle Memorial Institute ("Secured Parties") to Vitex Systems, Inc., a Delaware corporation, with its principal place of business at 3047 Orchard Parkway, San Jose, CA 95134 ("Company").

Recitals

A. Company assigned certain interests in the patents on Exhibit A (the "Patents") to Secured Parties under a security agreement dated as of July 31, 2003 (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office on September 11, 2003 at Reel Number 014476 and Frame Number 0481.

B. Company assigned certain interests in the trademarks on Exhibit B (the "Trademarks") to Secured Parties under the Security Agreement and recorded with the U.S. Patent and Trademark Office on September 22, 2003 at Reel Number 002829 and Frame Number 0119; and

C. Company has satisfied its obligations to Secured Parties under the Security Agreement, and Secured Parties agree to release all interest that Secured Parties may have in the Patents and the Trademarks.

Agreement

Now therefore, Secured Parties agree that Secured Parties release their security interest in the Patents and Trademarks and reassign to Company, without warranty or recourse, all interest of Secured Parties in the Patents and the Trademarks.

SECURED PARTY

Mitsubishi Corporation

By: _____

6-3 Marunouchi 2-Chome
Chiyoda-Ku, Tokyo
Japan 100-8086

SECURED PARTY

Battelle Memorial Institute

By: Stephan H. Valentine

505 King Avenue
Columbus, OH 43201



July 14, 2004

Mitsubishi Corporation
6-3, Marunouchi 2-Chome,
Chiyoda-Ku
Tokyo, Japan 1008086
Attn: Tetsuyuki Nakazawa

Batelle Memorial Institute
505 King Avenue
Columbus, OH 43201
Attn: David A. Martin, Esq.


Dear Terry and David:

In connection with the Note Restructuring and Purchase Agreement dated as of July 31, 2003, as amended, and the Security Agreement dated as of July 31, 2003, as amended, by and among Vitex Systems, Inc., ("Vitex"), Mitsubishi Corporation ("Mitsubishi") and Batelle Memorial Institute ("BMI", and together with Mitsubishi, the "Secured Parties"), the Secured Parties were issued Secured Convertible Bridge Funding Notes of varying dates of issuance (the "Notes") and granted a security interest in substantially all of the assets of Vitex. In connection with the issuance of Series B Preferred Stock of Vitex in February and April 2004, Vitex satisfied all obligations under the Notes.

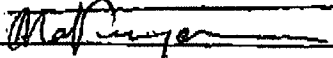
Accordingly, Vitex is requesting that Secured Parties authorize Vitex, or its counsel, to file a UCC termination statement with respect to the UCC financing statement currently on file at the Delaware Secretary of State as instrument number 32004813 filed August 1, 2003 in favor of the Secured Parties. If this is acceptable, please acknowledge and confirm your authorization below where indicated.

Very truly yours,

VITEX SYSTEMS, INC.


Malcolm Thompson, Chief Executive Officer

It is hereby confirmed that there is no indebtedness arising under the Note Restructuring and Purchase Agreement dated as of July 31, 2003 (the "Agreement") and owing from Vitex to the Secured Parties and that Vitex has no further obligations to Secured Parties arising under the Agreement. Accordingly, the Secured Parties authorize Vitex, or its counsel, to file UCC termination statements with respect to all UCC financing statements currently on file against the assets of Vitex in favor of the Secured Parties, including without limitation in the office of the Delaware Secretary of State. Furthermore, the Secured Parties authorize Vitex, or its counsel, to file and record terminations and assignments with respect to any recordings with the U.S. Copyright Office and the U.S. Patent and Trademark Office in favor of the Secured Parties.

<p>Acknowledged and agreed to:</p> <p>Mitsubishi Corporation</p> <p>By: <u></u></p> <p>Name: <u>Teruyuki Nakazawa</u></p> <p>Title: <u>General Manager</u></p>	<p>Acknowledged and agreed to:</p> <p>Battelle Memorial Institute</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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It is hereby confirmed that there is no indebtedness arising under the Note Restructuring and Purchase Agreement dated as of July 31, 2003 (the "Agreement") and owing from Vitex to the Secured Parties and that Vitex has no further obligations to Secured Parties arising under the Agreement. Accordingly, the Secured Parties authorize Vitex, or its counsel, to file UCC termination statements with respect to all UCC financing statements currently on file against the assets of Vitex in favor of the Secured Parties, including without limitation in the office of the Delaware Secretary of State. Furthermore, the Secured Parties authorize Vitex, or its counsel, to file and record terminations and assignments with respect to any recordings with the U.S. Copyright Office and the U.S. Patent and Trademark Office in favor of the Secured Parties.

<p>Acknowledged and agreed to:</p> <p>Mitsubishi Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Acknowledged and agreed to:</p> <p>Battelle Memorial Institute</p> <p>By: <u>Stephen H. Valentine</u></p> <p>Name: Stephen H. Valentine</p> <p>Title: Assistant Treasurer</p>
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