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01-24-2006

FORM PTO-1594 (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)

RECOI



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

103163852

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Silicon Valley Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and address of receiving party(ies): Unifocus (Texas), LP
Additional name(s) of conveying parties attached?
Name: Unifocus (Texas), LP
Internal Address
Street Address: 1330 Capitol Parkway
City Carrolton
State Texas
Country USA
Zip 75006

3. Nature of conveyance/ Execution Date(s): 01/09/2006
Execution Date(s): 01/09/2006
Assignment Merger
Security Agreement Change of Name
Other Release

Association Citizenship
General Partnership Citizenship
Limited Partnership Citizenship
Corporation Citizenship
Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designations must be a separate document from assignment)

Table with 2 columns: A. Trademark Application No.(s), B. Trademark Registration No.(s). Rows include 76221615, 75923870, 75983870, 75866254 and their corresponding registration numbers.

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Attached hereto as "Exhibit C"
Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Collateral HF154
Street Address: 3003 Tasman Dr.
City: Santa Clara State: CA ZIP: 95054
Phone Number: (408) 654-4042
Fax Number: (408) 654-6313
Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 16
7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$412.00
Authorized to be charged by credit card
Authorized to be charged to deposit account
Enclosed
8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature: John R. Rose
Signature: [Handwritten Signature]
Date: Jan 9, 2006
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003290 FRAME: 0600

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Unifocus (Texas), LP.**, ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, July 03, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on August 18, 2003, Reel 002803, Frame 0653.

Dated: **January 9, 2006**

SILICON VALLEY BANK

By: Maribel Higareda  
Name: Maribel Higareda  
Title: Operations Supervisor

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Unifocus (Texas), LP ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1330 Capital Parkway  
Carrollton, TX 75006

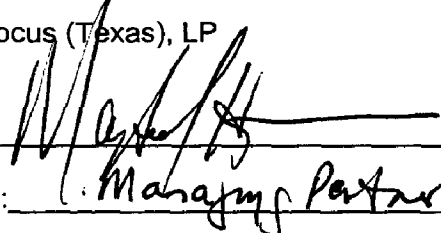
Attn: \_\_\_\_\_

Address of Bank:

16633 N. Dallas Parkway, Sixth Floor  
Dallas, TX 75001

Attn: \_\_\_\_\_

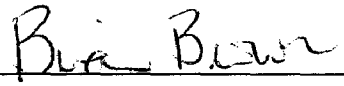
Unifocus (Texas), LP

By: 

Title: Managing Partner

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

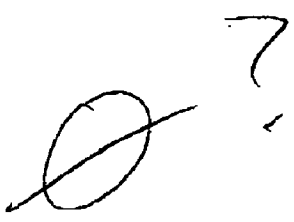


EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

2 - Jim  
works on  
getting info



US005936225A

# United States Patent [19]

Arning

[11] Patent Number: 5,936,225

[45] Date of Patent: \*Aug. 10, 1999

[54] METHOD AND APPARATUS FOR  
TABULATING DATA FROM A PLURALITY  
OF RESPONSE FORMS

[75] Inventor: Edward S. Arning, Colleyville, Tex.

[73] Assignee: Strategic Quantitative Solutions, Inc.,  
Irving, Tex.

[\*] Notice: This patent issued on a continued pro-  
secution application filed under 37 CFR  
1.53(d), and is subject to the twenty year  
patent term provisions of 35 U.S.C.  
154(a)(2).

[21] Appl. No.: 08/626,399

[22] Filed: Apr. 2, 1996

[51] Int. Cl.<sup>6</sup> ..... G06K 7/10

[52] U.S. Cl. .... 235/470; 235/456

[58] Field of Search ..... 235/456, 470;  
382/217, 219, 220, 221

### [56] References Cited

#### U.S. PATENT DOCUMENTS

4,430,563	2/1984	Harrington	235/456
4,510,617	4/1985	Mod	382/33
4,949,392	3/1990	Banski et al.	382/417
5,101,447	3/1992	Sokoloff et al.	235/456

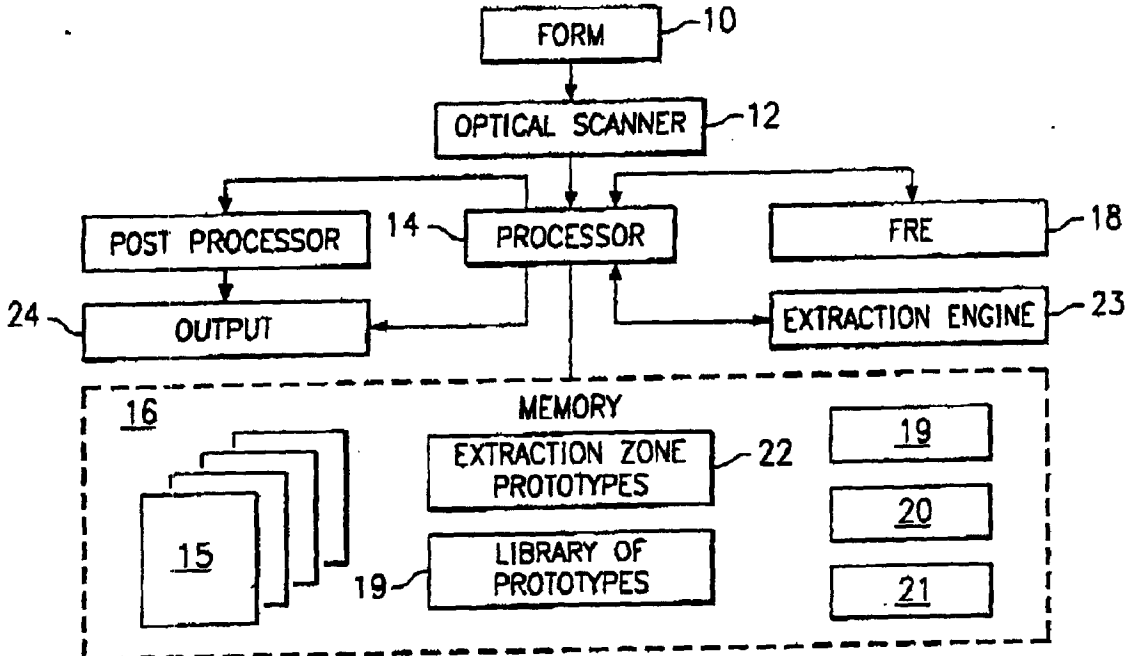
5,134,669	7/1992	Keogh et al.	382/318
5,140,139	8/1992	Shepard	325/456
5,198,642	3/1993	Deaiger	235/456
5,229,589	7/1993	Schneider	235/456
5,428,694	6/1995	Betts et al.	382/317
5,521,991	5/1996	Billings	382/317

Primary Examiner—Donald Hajec  
Assistant Examiner—Mark Tremblay  
Attorney, Agent, or Firm—David H. Judson

### [57] ABSTRACT

A system for processing a plurality of response forms containing subsets of questions from an entire set of questions is disclosed. This system includes an optical scanner for creating an optical image of the response form. The optical image is stored in an image file within a storage means by a processor. The form contained in the optical image is identified by comparing vertical and horizontal histograms of the image within the image file to vertical and horizontal histograms of prototype form images in a prototype library using the processor and a form recognition engine. Data is extracted from the form based on a comparison of response zones on the image to a library of sets of response prototypes describing completed and uncompleted responses. The closest response zone match using the histogram technique to describe the response zone and the samples becomes the data, yes or no; that is reported.

11 Claims, 2 Drawing Sheets





US005198642A

# United States Patent [19] Deniger

[11] Patent Number: **5,198,642**  
[45] Date of Patent: \* **Mar. 30, 1993**

- [54] RESPONSE FORM PROCESSING SYSTEM
- [76] Inventor: David B. Deniger, 4050 Cochran Chapel, Dallas, Dallas County, Tex. 75209
- [\*] Notice: The portion of the term of this patent subsequent to Jun. 11, 2008 has been disclaimed.
- [21] Appl. No.: 679,933
- [22] Filed: Jun. 3, 1991

4,736,109	4/1988	Dvorzak	235/494
4,857,715	8/1989	Koch et al.	235/456
4,877,948	10/1989	Krueger	235/454
4,954,699	9/1990	Coffey et al.	235/375
5,023,435	6/1991	Deniger	235/375

### OTHER PUBLICATIONS

Scantron Model 8400 Optical Mark Reader Data Terminal User Manual, Published by Scantron Aug. 20, 1990.

Primary Examiner—Eugene R. LaRoche  
Assistant Examiner—Tan Nguyen  
Attorney, Agent, or Firm—Baker & Botts

### Related U.S. Application Data

- [63] Continuation-in-part of Ser. No. 489,009, Mar. 6, 1990, Pat. No. 5,023,435.
- [51] Int. Cl.<sup>3</sup> ..... G09F 1/08
- [52] U.S. Cl. .... 235/375; 235/456; 235/462; 283/56; 364/401
- [58] Field of Search ..... 235/375, 376, 456, 462, 235/383, 432, 487, 494; 434/322, 362, 363; 364/401, 402; 283/56

### [57] ABSTRACT

A response form processing system (22) is provided which allows for the processing of response forms (10) which comprise a group code (20), questions (12) and (14), response prompts (16) and response blocks (18). The system (22) comprises a response scanner (28) which is coupled to a processor (26). The processor (26) receives information from the group code (20) which identifies which questions are present on a particular response form (10) and comprises information as to the format of a particular form. The processor (26) then receives the scanned responses from the response scanner (28). The processor (26) organizes and tabulates the responses and is capable of producing reports comprising the information received from the response forms (10).

### [56] References Cited


#### U.S. PATENT DOCUMENTS

4,345,315	8/1982	Cadotte et al.	364/900
4,424,587	1/1984	Wevelslep et al.	382/44
4,430,563	2/1984	Harrington	235/494
4,460,824	7/1984	Kadogaki	235/375
4,506,913	3/1985	Kim	283/56
4,514,622	4/1984	Wevelslep et al.	235/463
4,616,327	10/1986	Rosewarne et al.	364/518
4,654,793	3/1987	Elrod	364/401

23 Claims, 5 Drawing Sheets

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CONTRASTING COMMENTS



PLEASE MARK  TO EXPRESS YOUR OPINION

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HOW WAS YOUR ROOM RESERVATION MADE? 16

<input type="checkbox"/> This hotel's reservation department	<input type="checkbox"/> Cruise reservation
<input type="checkbox"/> Toll Free 800 number	<input type="checkbox"/> Company travel department
<input type="checkbox"/> Travel agent	<input type="checkbox"/> Other

WHAT WAS THE PRIMARY PURPOSE OF YOUR VISIT? 18

<input type="checkbox"/> Pleasure
<input type="checkbox"/> Business
<input type="checkbox"/> Convention/transport



EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**Schedule 2.1(f) – Intellectual Property**

Trademark Application

Re: Fisacure	Serial No.	76/221,615
Re: Staffscope	Serial No.	75/923,869
Re: Guestscope	Serial No.	75/923,871
Re: Servicescope	Serial No.	76/412,050
Re: Customerscope	Serial No.	75/923,874
Re: Unifocus & Design	Reg. No.	2,503,414
Re: Servicescope	Serial No.	75/923,870
Re: Dayscope	Serial No.	75/923,872
Re: Servicescope	Serial No.	75/983,870
Re: Dayscope	Serial No.	75/983,872
Re: Unifocus & Design	Serial No.	75/886,254

Re: Unifocus & Design Serial No. 2,503,415

Service Mark Registration

Re: Dayscope	Registration No.	2,640,303
Re: Staffscope	Serial No.	75/923,869
Re: Unifocus & Design	Serial No.	75/886,254
Re: Unifocus & Design	Serial No.	75/606,777
Re: Unifocus & Design	Serial No.	75/606,778
Re: Fiscal Therapy	Serial No.	75/926,582
Re: Customerscope	Serial No.	75/923874

*Brian -  
not sure what  
these go  
under*

EXHIBIT "B"

PATENTS

<u>PATENT</u>	<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
	Method and Apparatus for Tabulating Data from a Plurality of Response forms		US	5,936,225	8/10/99	
	Response Form Processing System		US	5,198,642	3/30/92	