

03-09-2006

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

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



103194825

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

3-2-06

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Dr. HF-154  
Santa Clara, CA 95054

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

Additional name(s) of conveying parties attached?  Yes  No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 02/13/2006

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: **RELEASE**

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

Additional name(s) of conveying parties attached?  Yes  No

Name: **Bristlecone, Inc.**  
Internal Address  
Street Address: **2550 North First Steet STE 301**  
City: **San Jose**  
State: **CA**  
Country  
Zip: **95131**

- 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:  Yes  No  
(Designations must be a separate document from assignment)

RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
MAR 7 2006

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

76/196,022

76/187,642

76/187,611

B. Trademark Registration No.(s)

2,696,398

2,649,660

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

03/08/2006 DBYRNE 00000144 76196022

01 FC:8521

02 FC:8522

40.00 OP  
100.00 OP

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: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00

- 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.

Lana Lowe

Signature

2/13/06

Date

Lana Lowe  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

TRADEMARK  
REEL: 003312 FRAME: 0227

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Bristlecone Incorporated** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, February 21, 2003 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 10, 2003, Reel 002688, Frame 0182.

Dated: February 13, 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 BRISTLECONE INCORPORATED ("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:

BRISTLECONE INCORPORATED

Address of Grantor:

2200 Laurelwood Road  
Santa Clara, CA 95054

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

By: 

Title: CEO

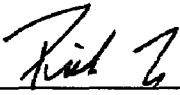
BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

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

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

M/method and apparatus for training  
a shooter of a firearm, with sights

5,954,507

09/21/99

TRADEMARK

REEL: 003312 FRAME: 0232

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Plannerda	2,049,000	11/12/02
Bristecone	70/204,809	2/01/01
Manageda	70/190,022	1/10/01
C-Bom	70/107,642	12/28/00
Collaboration-Bom	70/107,611	12/28/00

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date