

04-19-2006

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



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

103222409

4-17-06

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

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

**2. Name and address of receiving party(ies):**  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Evolutionary Technologies International, INC**  
Internal Address

Street Address: **816 Congress Ave Ste 1450**

City: **Austin**  
State: **TX**  
Country

Zip: **78701**

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

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

Execution Date(s): 4/3/2006

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**2,835,086**

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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: 1**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 40.00**

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

4/3/06 Date

Lana Lowe  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **25**

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

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Evolutionary Technologies, International, Inc.** ("Assignor") in the trademarked works set forth in that certain **Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement** dated, October 23, 2002 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on September 18, 2002, Reel 2619, Frame 0612.

Dated: April 13, 2006

SILICON VALLEY BANK

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

**SUPPLEMENT ONE  
TO  
COLLATERAL ASSIGNMENT, PATENT MORTGAGE  
AND SECURITY AGREEMENT**

This Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement is made as of October 23, 2002 by and between Evolutionary Technologies International, Inc. ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

**RECITALS**

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated October 24, 2000 (the "Loan Agreement") and that certain Collateral Assignment, Patent Mortgage and Security Agreement dated January 19, 2001 (the "Original IP Agreement"), which was recorded in the U.S. Copyright Office on January 30, 2001, Volume 3464, Page 879 with respect to the copyrights identified therein, and which was recorded in the U.S. Patent and Trademark Office on January 30, 2001, Reel/Frame 011483/0251 with respect to the patents identified therein. (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Original IP Agreement.)

B. The parties desire to supplement the Original IP Agreement to make specific reference to the specific additional intellectual property set forth below (the "Additional Specified Collateral"), but the parties acknowledge that the Original IP Agreement covers the Additional Specified Collateral, and the purpose of this Supplement is simply to specifically identify the Additional Specified Collateral of record.

The Original IP Agreement, as supplemented hereby, shall continue in full force and effect with respect to the Collateral described therein.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Exhibit A-1 and Exhibit C of the Original IP Agreement are hereby supplemented by the addition of all of the intellectual property set forth on Exhibit A attached hereto, in each instance, effective as of the date set forth with respect to each item, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit A-1 and Exhibit C to the Original IP Agreement and all of the intellectual property set forth in Exhibit A hereto, in each instance, effective as of the date set forth with respect to each item (to the extent that a security interest therein is necessary to permit Assignee to have a security interest in the accounts, accounts receivable and general intangibles of Assignor that are derived from the sale or license of the Collateral or otherwise constitute proceeds of the Collateral, all as more fully set forth in the Original IP Agreement).

2. Assignor confirms its grant to Assignee of a security interest in Assignor's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit A hereto, in each instance, effective as of the date set forth with respect to each item (to the extent that a security interest therein is necessary to permit Assignee to have a

security interest in the accounts, accounts receivable and general intangibles of Assignor that are derived from the sale or license of the Collateral or otherwise constitute proceeds of the Collateral, all as more fully set forth in the Original IP Agreement), for purposes of securing the Obligations (as defined in the Loan Agreement) of Assignor to Assignee. The interest in the Collateral being assigned hereunder shall not be construed as a current assignment, but as a contingent assignment to secure Assignor's Obligations to Assignee under the Loan Agreement.

3. As supplemented hereby, all terms and conditions of the Original IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Assignee that all representations and warranties set forth in the Original IP Agreement, as supplemented hereby, are true and correct as of the date hereof; provided, however, that each such term and condition of the Original IP Agreement and each such representation and warranty of Assignor contained therein, as supplemented hereby, shall be effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item. This Supplement is an integral part of the Original IP Agreement, effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement on the day and year first above written.

**ASSIGNOR:**

Evolutionary Technologies International, Inc.

By: Katherine G. Hammer  
Title: President and CEO  
Name (please print):  
Katherine G. Hammer

**Address of Assignor:**

816 Congress Avenue  
Suite 1300  
Austin, Texas 78701

**ASSIGNEE:**

Silicon Valley Bank

By: J. Renee Hudrall  
Title: Vice President  
Name (please print):  
J. Renee Hudrall

**Address of Assignee:**

3003 Tasman Drive  
Santa Clara, CA 95054

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STATE OF Texas )  
 ) ss.  
COUNTY OF Trawis )

On Oct. 24, 2002, before me, Rebecca Foletta  
Notary Public, personally appeared

Katherine Hammer,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Rebecca Foletta  
(Seal)

