

03-04-2008

United States Patent and Trademark Office



To the Director of the U.S. Pat.

1. Name of conveying party(ies):

SILICON VALLEY BANK

103486215

ached documents or the new address (es) below.

ess of receiving party(ies):

of conveying parties attached? ☐ Yes ☒ No

3 3 08

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

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

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

Execution Date(s): February 20, 2008

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other : Release

Name: Pavilion Technologies, Inc.

Internal Address

Street Address: 10415 Morado Circle Building III Ste 100

City: Austin

State: TX

Country: USA

Zip: 78759

☐ 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)

75232578 75455684

75232581 75484915

75232977 75484916

75447687

B. Trademark Registration No.(s)

1941500 2138648 2273132 2146200 2470170

1949520 2223342 2185445 2233275 2412060

1941632 2204891 2212218 2271909 2436457

2039892 2181938 2166667 2386329 2351949

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: HF154

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Phone Number: (408) 919-0310

Fax Number: (408) 654-6313

Email Address: svaldivia@svb.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 690.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

a. Credit Card

03/04/2008 MTANA1

00000022 75232578

Last 4 Numbers

01 FC:8521

Exp Date

48.00 OP

650.00 OP

b. Deposit Account Number

Authorized User Name

9. Signature.

Signature

Susana Valdivia

Name of Person Signing

February 20, 2008

Date

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

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: 003732 FRAME: 0974

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Pavilion Technologies, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated September 29, 1999, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on December 9, 1999, Reel 2041, Frame 0344.

Date: **February 20, 2008**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Department Manager

TRADEMARK SECURITY AGREEMENT

WHEREAS, PAVILION TECHNOLOGIES, INC., a Texas corporation (the "Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor and SILICON VALLEY BANK (the "Secured Party") are parties to that certain Amended and Restated Loan and Security Agreement, dated effective as of July 23, 1999, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement and that certain Pledge and Security Agreement between Grantor and Secured Party, dated effective as of September 29, 1999 (the "Security Agreement"), Grantor has granted to the Secured Party a security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, trademark applications, trade names, and service marks, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof), and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill

associated with any trademark, trademark registration, or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 29th day of September, 1999.

GRANTOR:

PAVILION TECHNOLOGIES, INC.

By: 

Peter Perialas, President

SECURED PARTY:

SILICON VALLEY BANK

By: 

Name: DAN M. CONNOLLY

Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me this 29th day of September, 1999, by Peter Perialas, as President of Pavilion Technologies, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

Karen Y. Michelle Ferguson
Notary Public in and for the State of Texas

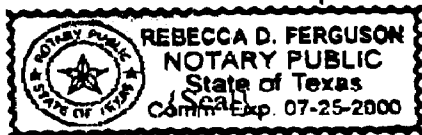
My commission expires:

Feb. 9, 2003

ACKNOWLEDGMENT

STATE OF Texas)COUNTY OF Travis)

This instrument was acknowledged before me this 29th day of September, 1999 by Dan Connolly, the Vice President of Silicon Valley Bank.



Rebecca D. Ferguson
Notary Public in and for the State of Texas

My commission expires:

7-25-00

U.S. Trademarks Issued

FILE NO.	Mark	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-23,855	PROCESS INSIGHTS	74714,999	8/14/95	02/23/1997	2,039,892	N/A	Section 8 & 15 Affidavit due 2/23/2003; #1 Renewal Due 2/23/2007
PAVI-23,859	PAVILION - TURNING YOUR DATA INTO GOLD (Logo)	75246,876	2/24/1997	03/23/1999	2,233,275	N/A	Section 8 & 15 Affidavit due 03/23/2005
PAVI-23,891	PAVILION	75232,582	1/28/1997	11/24/1998	2,204,891		Section 8 & 15 Affidavit Due 11/24/2004
PAVI-23,906	SENSOR VALIDATION -- Actual Use	75232,580	1/28/1997	02/09/1999	2,223,342	N/A	Transfer to Principle Register 02/09/2004
PAVI-23,909	ONLINE TRANSFORM PROCESSOR -- Actual Use	75232,990	1/28/1997	06/16/1998	2,166,667	N/A	Transfer to Principle Register 06/16/2003
PAVI-23,910	PAVILION DATA INTERFACE -- Actual Use	75232,989	1/28/1997	12/22/98	2,212,218	N/A	Section 8 & 15 due 12/22/2004
PAVI-23,911	PROCESS PERFECTER -- Actual Use	75244,382	2/19/1997	03/25/1998	2,146,289	03/24/2008	Section 8 & 15 Affidavit due 03/24/2004
PAVI-23,913	SIMULATION INSIGHTS -- Actual Use	75232,988	1/28/1997	09/01/1998	2,185,445	N/A	Section 8 & 15 Affidavit due 09/01/2004
PAVI-23,915	SOFT SENSOR INSIGHTS	75232,583	1/28/1997	08/18/1998	2,181,938	N/A	Section 8 & 15 Affidavit due 08/18/2004
PAVI-23,914	DATA INSIGHTS -- Actual Use	75232,579	1/28/1997	02/24/1998	2,138,648	02/24/2008	Section 8 & 15 Affidavit due 02/24/2004
PAVI-23,947	SOFT CEM	74487,768	2/7/1994	12/12/1995	1,941,632	N/A	Section 8 & 15 Affidavit due 12/12/2001; #1 Renewal Due 12/12/2005
PAVI-23,948	SOFT SENSOR	74487,767	2/7/1994	1/16/1996	1,949,520	N/A	Section 8 & 15 Affidavit due 1/16/2002; #1 Renewal Due 1/16/2006
PAVI-23,949	SOFTWARE CEM	74431,620	9/3/1993	12/12/1995	1,941,500	N/A	Section 8 & 15 Affidavit due 12/12/2001; #1 Renewal Due 12/12/2005

TRADEMARK

REEL: 003732 FRAME: 0979

U.S. Trademarks Pending

FILE NO.	Mark	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-23,592	TUENING YOUR DATA INTO GOLD	75/332,581	12/8/1997	N/A	N/A	N/A	Filed Express Abandonment 10/03/1998; Closed File.
PAVI-23,907	VIRTUAL ONLINE ANALYZER - Actual Use	75/332,978	12/8/1997	N/A	N/A	N/A	Response to Office Action due 09/03/1999; Transfer to Supplemental Register 12/17/2003.
PAVI-23,908	RUNTIME SOFTWARE CONTROLLER - Actual Use	75/332,977	12/8/1997	N/A	N/A	N/A	Did not respond to Office Action per client; Waiting for Abandonment.
PAVI-23,512	POWER INSIGHTS SUITE - Actual Use	75/477,165	05/30/1998	N/A	N/A	N/A	Filed Response 1/28/99; Wait for next office action.
PAVI-23,516	PAVILION ONLINE APPLICATIONS - Actual Use	75/333,571	12/8/1997	N/A	N/A	N/A	Filed Express Abandonment 09/01/1998; Closed File.
PAVI-24,262	ECONOMIC INSIGHTS	75/477,687	03/10/1998	N/A	N/A	N/A	Filed Response 07/16/1999; Wait for next Office action.
PAVI-24,267	GOLDEN NUGGETS	75/455,684	03/24/1998	N/A	N/A	N/A	Allowed 06/15/1999; Statement of Use due 12/15/1999.
PAVI-24,307	PRODUCTION CLIM MANAGER	75/481,515	05/14/1998	N/A	N/A	N/A	Filed Response 07/13/1999; Wait for next Office action.
PAVI-24,308	PRODUCTION CHAIN OPTIMIZATION	75/481,916	05/14/1998	N/A	N/A	N/A	Filed Response 07/02/1999; Wait for next Office action.
PAVI-24,309	YCA	75/742,406	07/02/1999	N/A	N/A	N/A	Wait for Filing Receipt
PAVI-24,424	INSIGHTS	75/556,325	09/21/1998	N/A	N/A	N/A	Waiting for 1 st Office Action.
PAVI-24,475	PROPERTY PREDICTOR	75/607,174	12/17/1999	N/A	N/A	N/A	Response due 12/18/1999.
PAVI-24,658	COOST	75/764,234	07/02/1999	N/A	N/A	N/A	Wait for Filing Receipt.
PAVI-24,659	DAE	75/764,235	07/02/1999	N/A	N/A	N/A	Wait for Filing Receipt.