

12-22-1998



100927358

11-30-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name



DBA/AKA/TA

Composed of

U.S. Patent & TMO/TM Mail Rpt Dt. #64

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/21/1998 DNGUYEN 00000131 1292077

FOR OFFICE USE ONLY

265E

01 FC:481 40.00 DP  
02 FC:482 225.00 DP

CHECK Refund Total: \$135.00

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1829 FRAME: 0512

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

214 - 761-4365

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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1,292,077	1,474,869	1,040,511
1,160,820	1,734,483	1,317,943
1,160,821	1,230,972	1,676,351

**Number of Properties**

Enter the total number of properties involved.

#

10

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

400.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephen M. Finley, attorney for

*Stephen M. Finley*

30 November 1998

Name of Person Signing

Signature

Date Signed

Patentlink Technology, LLC

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership     If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**SCHEDULE A**  
**TO TERMINATION OF SECURITY INTERESTS AGREEMENT**

List of Patents

4,338,911  
4,354,549  
4,368,664  
4,409,453  
4,474,498  
4,479,776  
4,492,839  
4,532,391  
4,679,542  
4,750,276  
4,831,238  
4,835,351  
4,876,426  
4,965,435  
5,078,050  
5,131,841  
5,134,263  
5,147,994  
5,161,889  
5,205,274  
5,210,387  
5,310,978  
5,365,918

108927

Received Time Oct. 19. 3:50PM

Print Time **TRADEMARK**:52PM  
**REEL: 1829 FRAME: 0515**

**SCHEDULE B**  
**TO TERMINATION OF SECURITY INTERESTS AGREEMENT**

List of Trademarks

1,292,077  
1,160,820  
1,160,821  
1,092,750  
1,474,869  
1,734,483  
1,230,972  
1,040,511  
1,317,943  
1,676,351

108927

Received Time Oct. 19. 3:50PM

Print Time **TRADEMARK** 5:00PM  
**REEL: 1829 FRAME: 0516**

**TERMINATION OF SECURITY INTERESTS AGREEMENT**

This TERMINATION OF SECURITY INTERESTS AGREEMENT dated as of September 1, 1998 by Northland Business Capital, L.L.P., a Minnesota registered limited liability partnership (the "Secured Party"), in favor of Patentsmith Technology, Ltd., a Texas limited partnership ("Patentsmith"), Patentsmith G.P., Inc., a Texas corporation ("GP"), and Enersyst Development Center, L.L.C., a Texas limited liability company (formerly Enersyst Development Center, Inc.) ("Enersyst"), recites and provides as follows:

**RECITALS:**

A. Secured Party, Patentsmith and/or Enersyst are parties to the following security agreements (collectively, the "Security Agreements"):

1. Security Agreement (Collateral Pledge Agreement) dated as of July 8, 1996 of Patentsmith in favor of Secured Party.
2. Security Agreement (Collateral Pledge Agreement) dated as of July 8, 1996 of GP in favor of Secured Party.
3. Security Agreement dated as of February 8, 1995 among Patentsmith, Enersyst and Secured Party.
4. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 07/958,968.
5. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 08/187,113 (DIV-FWC).
6. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 08/239,724 (D2).
7. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. PCT/US92/04056 (PCT CIP).
8. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 08/048,817 (DIV).
9. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 08/165,901 (CIP).

10. Application for Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering Patent Application No. 07/817,870 (CIP).

11. Patent Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party covering the Patents listed on Schedule A attached hereto.

12. Trademark Security Agreement dated as of February 8, 1995 between Patentsmith and Secured Party, covering the Trademarks listed on Schedule B attached hereto.

13. Security Agreement (Collateral Pledge Agreement) dated February 8, 1995 between Patentsmith and Secured Party.

14. Third Party Pledge Agreement dated February 8, 1995 between Harry H. Lynch and Secured Party.

15. Third Party Pledge Agreement dated February 8, 1995 between John R. Benefield and Secured Party.

16. Third Party Pledge Agreement dated February 8, 1995 between William W. Lynch, Jr. and Secured Party.

17. Third Party Pledge Agreement dated February 8, 1995 between Sherri L. Pogue and Secured Party.

18. Third Party Pledge Agreement dated February 8, 1995 between Bruce L. Wilson and Secured Party.

B. All of the loans, indebtedness and other obligations of Patentsmith, Patentsmith Corporation and Enersyst to Secured Party having been fully paid and satisfied, Secured Party has agreed to terminate and release all security interests granted to it in the collateral security provided for in the Security Agreements.

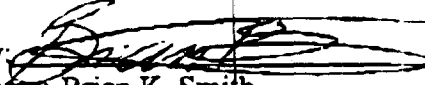
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases its security interest in, and lien upon, all of the collateral security provided for in the Security Agreements, including without limitation all patent applications, patents, copyrights, copyright applications, and all products and proceeds thereof. In connection with such release and termination, all of the Security Agreements are hereby terminated and shall be of no further force or effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has executed this Termination of Security Interests Agreement as of the date first written above.

**NORTHLAND BUSINESS CAPITAL, L.L.P.**

By: By: Northland Investment Holdings, Inc.,  
General Partner

By:   
Name: Brian K. Smith  
Title: Senior Vice President