

03-30-2007

United States Patent and Trademark Office



To the Director of the U.S. Patent

103388900

ed documents or the new address (es) below.

1. Name of conveying party(ies):
SILICON VALLEY BANK

of receiving party(ies):

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

Name: **Quasar International, Inc.**

Internal Address

Street Address: **5550 Midway Park P1 NE**

City: **Albuquerque**

State: **NM**

Country: **USA**

Zip: **87109**

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): **March 1, 2007**

Assignment Merger
 Security Agreement Change of Name

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)

Other : **Release**

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)

1799175

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: **1**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **Already collected**

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.

March 1, 2007

Date

Susana Valdivia

Name of Person Signing

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

TRADEMARK

REEL: 003512 FRAME: 0011

RE 3/19/07

OFFICE OF PUBLICATION RECORDS
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FINANCE SECTION

03-12-2007

United States Patent and Trademark Office



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1 documents or the new address (es) below.

To the Director of the U.S. Patent and Trademark Office

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of receiving party(ies):

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- Limited Partnership

- Corporation-State
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- Security Agreement
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- General Partnership Citizenship
- Limited Partnership Citizenship
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03/09/2007 DBYRNE 00000121 1799175

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1799175

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Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.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:

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Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

March 1, 2007

Date

Susana Valdivia

Name of Person Signing

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

TRADEMARK

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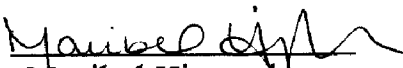
3-9-07

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Quasar International, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, August 31, 2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on February 9, 2004, Reel 2912, Frame 0741.

Dated: **March 1, 2007**

SILICON VALLEY BANK

By: 
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 Quasar International, Inc. ("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.

TRADEMARK

REEL: 003512 FRAME: 0014

Address of Grantor:

5550 Midway Park Place NE
Albuquerque, NM 87109

Attn: James J. Schwarz

Address of Bank:

14300 Northsight Boulevard
Suite 203
Scottsdale, AZ 85260

Attn: _____

GRANTOR:

Quasar International, Inc.

By: J J Schwarz

Title: President

BANK:

SILICON VALLEY BANK

By: Kerul Johnson

Title: SVP

Exhibit A

**Quasar Software Sold/Licensed/Distributed
Registered With The United States Copyright Office**

RI-2000

- | | |
|-----------------------------------|-------------|
| 1. Galaxy Operating System (RIPS) | TXu 881-931 |
| 2. Galileo Development System | TXu 881-933 |

RU-Spec

- | | |
|--------|--------------|
| 1. RUS | TX 3-806-274 |
|--------|--------------|

Exhibit E

Quasar US Patents

5,408,880	Ultrasonic Differential Measurement
5,425,272	Relative Frequency Shifts to Detect Cracks
5,495,763	Method for Resonant Measurement
5,641,905	Second derivative peak picker
5,631,423	Method for Resonant Measurement
5,837,896	Detection of defects using RUS at predicted high order modes
5,886,263	Method of Resonant Life Cycle Comparison Inspection and Testing
5,952,576	Concurrent RUS Measurements using Multiple Frequencies
5,965,817	Temperature Compensation of Resonant Frequency Measurements for the effects of Temperature Variations.
5,992,234	Detection of defects using RUS at predicted high order modes (expanded claims relative to 5,837,896)
6,199,431	Method of Resonant Life Cycle Comparison Inspection By Serial Number

Pending Quasar US Patents

Methods and Devices Relating To Estimating Classifier Performance

Exhibit C

**Quasar Trademarks Registered
With The United States Copyright Office**

Reg. #

Trademark

1,799,175

NDI

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached