Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



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

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|---|---|---|--|--|--|--|
| To the Honorable Commissioner of Pate | ents and Trademarks: I | Please record the attached original documents or copy thereof. | | | | |
| 1. Name of conveying party(ies): Fleet National Bank | 1.6.03 | 2. Name and address of receiving party(ies) Name: Chyron Corporation Internal Address: | | | | |
| | ssociation mited Partnership | Street Address: 5 Hub Drive City: Melville State: NY Zip: 11747 Individual(s) citizenship | | | | |
| Additional name(s) of conveying party(ies) attached? 🖵 Yes 🍱 No | | Association | | | | |
| 3. Nature of conveyance: | | Limited Partnership | | | | |
| Assignment 📮 | Merger | XX Corporation-State New York | | | | |
| Security Agreement | Change of Name | Other | | | | |
| Other Release of Security Interest Execution Date: October 29, 2003 | | 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) Additional name(s) & address(es) attached? Yes No | | | | |
| 4. Application number(s) or registration number | 4. Application number(s) or registration number(s): | | | | | |
| A. Trademark Application No.(s) | dditional number(s) at | B. Trademark Registration No.(s) 1,863,596 1,777,102 1,855,628 1,715,201 tached ^{XX} Yes □ No | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Lerner, David, Littenberg, Name: Krumholz & Mentlik, LLP | | 6. Total number of applications and registrations involved: | | | | |
| Name: Krumholz & Mentlik, LLP Internal Address: | | 7. Total fee (37 CFR 3.41)\$ 240.00 | | | | |
| | | ☐ Enclosed | | | | |
| | | Authorized to be charged to deposit account | | | | |
| Street Address: 600 South Avenue West | | 8. Deposit account number: | | | | |
| City: Westfield State: NJ | Zip: <u>07090</u> | (Attach duplicate copy of this page if paying by deposit account) | | | | |
| 0.00 | DO NOT USE | | | | | |
| 9. 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. Robert B. Cohen November 4, 2003 Name of Person Signing Signature Date | | | | | | |
| Total number of pages including cover sheet, attachments, and document: | | | | | | |

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231 1863596

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| Form PTO-1594 | RECORDATION FORM COVE | R SHEET (continued) | Page 2 of 2 |
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| Additional Conve | eying Parties (1. Continued): | | |
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| | | | |
| Additional Recei | ving Parties (2. Continued): | | |
| Name: Internal Address: | | | |
| Street Address: | | | |
| | | | |
| City: Entity type: | State: | Zip: | • |
| | | (4.0-4) | |
| 1 | ations and/or Registration Num | tional Registration No:(s) | |
| Additional Application (4A continued): | | continued): | |
| | | 38,067 | |
| | | 20,392 79,666 | |
| | | 52,938 | |
| | ■ | 57,452 | |

TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT (the "Agreement"), dated as of October 19, 2003, by and between Chyron Corporation, a New York corporation (the "Company"), and Fleet National Bank ("Fleet"), as successor in interest to NatWest Bank, N.A. ("NatWest") (Fleet as successor in interest to NatWest is referred to herein as the "Lender").

RECITALS

WHEREAS, in connection with a loan (the "Loan") the Company and NatWest entered into the Trademark Collateral Security Agreement (the "Security Agreement"), dated as of March 28, 1996, whereby the Company granted NatWest a security interest (the "Security Interest") in the Trademarks (as defined in the Security Agreement); and

WHEREAS, Fleet became the successor in interest to NatWest;

WHEREAS, all obligations of the Company in connection with the Loan were satisfied completely and in full; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Lender hereby agree to be legally bound as follows:

1. Termination: Release of Liens.

- a. Effective immediately, the Lender hereby terminates and releases the security interest granted to it by the Company, in and to any and all rights, including, but not limited to, the Trademarks pursuant to the Security Agreement, including, but not limited to, the mark registered in the U.S. Patent and Trademark Office as entry No. 1,279,666. In the case that the termination and release of such rights described above in the Trademarks is found not to be effective, the Lender hereby reassigns and transfers any and all of its interests in the rights to the Trademarks to the Company for no additional consideration other than that described above.
- b. The Lender hereby agrees to execute and deliver concurrently herewith, and from time to time hereafter, such termination statements, lien releases, assignments and such other instruments, and to provide such assurances and to do such further acts and things as may be reasonably necessary to terminate and release the Security Interest as contemplated by this Section 1.
- 2. <u>Miscellaneous</u>. The undersigned represents and warrants that it is duly authorized to execute this Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter contained herein. This Agreement may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York, without reference to the conflict of laws principles contained therein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

CHYRON CORPORATION

Name: Jerry Kieliszak

Title: Sr. Vice President and OFC

FLEET NATIONAL BANK, As Successor in Interest to NATWEST BANK, N.A.

| By | | | |
|----|--------|--|--|
| _ | Name: | | |
| | Title: | | |

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NY #560870 v3

CHYRON CORPORATION

By

Name: Title:

FLEET NATIONAL BANK, As Successor in Interest to NATWEST BANK, N.A.

Ву

Name: Philip A. Davi

Title: Senior Vice President

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RECORDED: 11/06/2003

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