

12/19/03

12-23-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
AmSouth Bank

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Security Interest

Execution Date: September 26, 2003

2. Name and address of receiving party(ies)  
Name: Chyron Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 5 Hub Drive  
City: Melville State: NY Zip: 11747

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

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(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
1,057,452  
1,152,938

Stamp: OPR/FINANCE 2003 DEC 19 AM 8:45

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Lerner, David, Littenberg, Krumholz & Mentlik, LLP  
Internal Address: \_\_\_\_\_  
Street Address: 600 South Avenue West  
City: Westfield State: NJ Zip: 07090

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
12-1095  
(Attach duplicate copy of this page if paying by deposit account)

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      *Robert B. Cohen*      December 17, 2003  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

12/22/2003 ECOOPER 00000213 121095 1057452  
 01 FC:8521 40.00 BA  
 02 FC:8522 275.00 BA

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

**Additional Conveying Parties (1. Continued):****Additional Receiving Parties (2. Continued):**

Name:

Internal Address:

Street Address:

City:

State:

Zip:

Entity type:

**Additional Applications and/or Registration Numbers (4. Continued)**Additional Application No:(s)  
(4A continued):Additional Registration No:(s)  
(4B continued):

1,279,666	1,855,628
1,320,392	1,863,596
1,738,067	1,960,240
1,715,201	2,092,923
1,777,102	2,190,850

## CONSENT AND WAIVER

This Consent and Waiver (the "Consent") is made pursuant to the Loan Agreement (the "Loan Agreement") dated as of March 29, 1999, between AmSouth Bank, an Alabama banking corporation (the "Lender"), and Chyron Corporation, a New York corporation (the "Borrower"). Capitalized terms used and not otherwise defined in this Consent are used herein as defined in the Loan Agreement.

WHEREAS, Pursuant to the Loan Agreement the Lender made available to the Borrower, on (i) a revolving credit facility basis and (ii) a term loan basis, certain sums upon the terms and conditions therein;

WHEREAS, Section 7.2 of the Loan Agreement provides that so long as the Commitment remains in effect, any Note remains outstanding and unpaid, or any other amount is owing to the Lender under such Loan Agreement, the Borrower agrees that it will not, nor will it permit any of its Subsidiaries to, sell, transfer or lease, or otherwise dispose of all or substantially all of its assets other than sales in the ordinary course of business, and in the event that Borrower or any Subsidiary sells less than substantially all of its assets than Borrower shall remit to the Lender all proceeds of such sale in excess of \$100,000 and such proceeds shall be applied to reduce the outstanding principal amount of the Term Loan;

WHEREAS, Section 7.9 of the Loan Agreement provides that so long as the Commitment remains in effect, any Note remains outstanding and unpaid, or any other amount is owing to the Lender under such Loan Agreement, the Borrower agrees that it will not, nor will it permit any of its Subsidiaries to, sell or otherwise dispose of any Subsidiary;

WHEREAS, In connection with the Loan Agreement, the Borrower and the Lender executed a Pledge Security Agreement, made as of the 29<sup>th</sup> day of March, 1999 (the "Pledge Agreement"), whereby the Borrower granted and conveyed to the Lender a security interest in and to the entire right, title and interest of the Borrower in and to the Collateral (as defined in the Pledge Agreement);

WHEREAS, Section 4(c) of the Pledge Agreement provides that until the Obligations (as defined in the Pledge Agreement) are fully satisfied and any commitment from Lender under the Obligation has terminated, Borrower agrees not to sell, transfer, assign, deliver or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Lender; and

WHEREAS, In connection with the proposed sale by the Borrower of all of the outstanding shares of Chyron UK Holdings Limited, including its subsidiaries (the "Sale"), the Borrower has requested the consent of the Lender with respect to such Sale.

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NOW, THEREFORE, notwithstanding the provisions of (i) Section 7.2 of the Loan Agreement, (ii) Section 7.9 of the Loan Agreement or (iii) Section 4(c) of the Pledge Agreement, the undersigned hereby (a) consents to the Sale, (b) waives any and all rights it may have under (i) Section 7.2 of the Loan Agreement, (ii) Section 7.9 of the Loan Agreement or (iii) Section 4(c) of the Pledge Agreement with respect to the Sale and (c) waives any and all other conditions and requirements of the Loan Documents and any related agreements or instruments which may be inconsistent with the intent hereof.

Dated: September 26, 2003

AMSOUTH BANK

By: Barry S. Renow  
Name: Barry S. Renow  
Title: ATTORNEY-IN-FACT

Acknowledged and Agreed

CHYRON CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

NOW, THEREFORE, notwithstanding the provisions of (i) Section 7.2 of the Loan Agreement, (ii) Section 7.9 of the Loan Agreement or (iii) Section 4(c) of the Pledge Agreement, the undersigned hereby (a) consents to the Sale, (b) waives any and all rights it may have under (i) Section 7.2 of the Loan Agreement, (ii) Section 7.9 of the Loan Agreement or (iii) Section 4(c) of the Pledge Agreement with respect to the Sale and (c) waives any and all other conditions and requirements of the Loan Documents and any related agreements or instruments which may be inconsistent with the intent hereof.

Dated: September 26, 2003

AMSOUTH BANK

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed

CHYRON CORPORATION

By:   
Name: Gerald J. Kieliszak  
Title: SVP & CFO