

12-11-1998



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Software Services Corporation
650 Avis Drive, Suite 100
Ann Arbor, MI 48108

A Michigan corporation

2. Name and address of receiving party:

BankBoston, N.A., as Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Termination and Release of Security Interests in Certain Trademarks, attached hereto as Exhibit 1.

Execution date: October 13, 1998

4. Application numbers and registration numbers:

A. Trademark registration numbers:

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
INNOVATIVE SOLUTIONS FOR INFORMATION TECHNOLOGY [Service Mark]	2,150,056	4/14/98

12/10/1998 JSHWBAZZ 00000139 2150056

01 FC:481

40.00 DP

BUSDOCS:680201.1

TRADEMARK
REEL: 1824 FRAME: 0948

B. Trademark application numbers:

None.

5. Name and address of party to whom correspondence concerning document should be mailed:

Melanie J. Brockway, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110


6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40

8. Deposit account number: Not applicable

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.


Melanie J. Brockway, Esq.
November 12, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS ("Release"), dated as of October 13, 1998, by **BANKBOSTON, N.A.**, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") which are parties to the Revolving Credit Agreement, dated as of August 25, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among AppNet Systems, Inc. (the "Borrower"), the Agent and the Banks.

WHEREAS, pursuant to the terms of (i) the Credit Agreement, (ii) the Security Agreement, dated as of August 25, 1998 (as amended and in effect from time to time, the "Security Agreement"), among Software Services Corporation (formerly known as SSC Acquisition Sub #1) (the "Company"), AppNet of Michigan, Inc., AppNet of Maryland, Inc. and the Agent, and (iii) the Trademark Collateral Security and Pledge Agreement, dated as of August 25, 1998, between the Company and the Agent and recorded with the PTO on or about September 2, 1998 (Trademark Reel and Frame Numbers for such recordation not yet having been assigned by the PTO) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Agent, on behalf of itself and the Banks;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement, the Company granted to the Agent, for the benefit of the Banks, a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit A attached hereto) (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

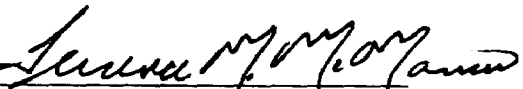
IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

BANKBOSTON, N.A.
as Agent

By: 
Jay L. Massimo, Director

Accepted:

SOFTWARE SERVICES CORPORATION
(f/k/a SSC Acquisition Sub #1)

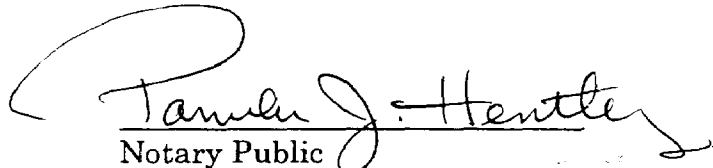
By: 
Name: ~~TERRENCE MC MANUS~~
Title: ~~SENIOR VICE PRESIDENT~~

CERTIFICATE OF ACKNOWLEDGMENT

Commonwealth
STATE OF Massachusetts
COUNTY OF Suffolk

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30th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of October, 1998, personally appeared Jay L. Massimo to me known personally, and who, being by me duly sworn, deposes and says that he is a Director of **BANKBOSTON, N.A.**, and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.


Notary Public
My Commission Expires:

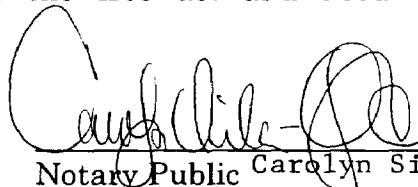
PAMELA J. HENTLEY, Notary Public
My Commission Expires June 21, 2002

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Maryland
COUNTY OF Montgomery

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21st Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of October, 1998, personally appeared Terrence H. Williams to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **SOFTWARE SERVICES CORPORATION**, and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.


Notary Public Carolyn Silva-Quagliato
My Commission Expires: 11/01/2002