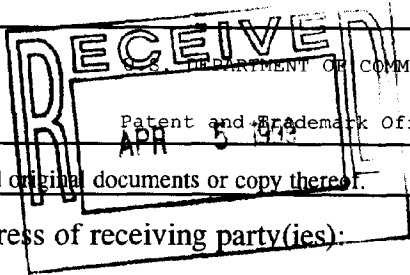


04-15-1999

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(Rev. 6-93)



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Patent and Trademark Office

APR 5 1999

attached original documents or copy thereof.

To the Honorable Commissioner

101010897

1. Name of conveying party(ies):

BankBoston, N.A.

4.5.99

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Massachusetts
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 19, 1999

2. Name and address of receiving party(ies):

Name: Elumen Solutions, Inc.

Street Address: 800 Delaware Avenue

City: Buffalo State: NY ZIP: 14209

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Ohio
- 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) and address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark No.(s) 2,122,688

Additional Numbers attached? Yes No

2,122,688

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

Name: Michael F. Scalise, Esq.

Hodgson, Russ, Andrews, Woods & Goodyear

Internal Address: Intellectual Property Law Section

Street Address: 1800 One M&T Plaza

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and registrations involved: 1_2_1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Michael F. Scalise, Reg. No. 34,920

Name of Person Signing

Signature

Date 3/31/99

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

04/14/1999 VERDUM 00000273 2122688

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40.00 OP

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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 February 23, 1999, 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 and Term Loan Agreement, dated as of April 3, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among Elumen Solutions, Inc. (the "Borrower"), the Agent and the Banks.

WHEREAS, pursuant to the terms of (a) the Credit Agreement, (b) the Security Agreement, dated as of April 3, 1998 (as amended and in effect from time to time, the "Security Agreement"), between the Borrower and the Agent, and (c) the Trademark Collateral Security and Pledge Agreement, dated as of April 3, 1998, between the Borrower and the Agent and recorded with the PTO on or about May 21, 1998 at Reel 1730, Fram 0595 (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Borrower to the Agent, on behalf of itself and the Banks;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement, the Borrower 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 Borrower 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 Borrower's Named Trademarks, and the Agent hereby assigns and transfers to the Borrower, 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.

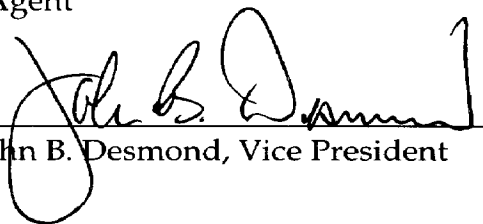
2. **Acknowledgment and Acceptance.** The Borrower hereby acknowledges and accepts the foregoing release and assignment by the Agent.

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 Borrower have executed this Release, to take effect as of the date first set forth above.

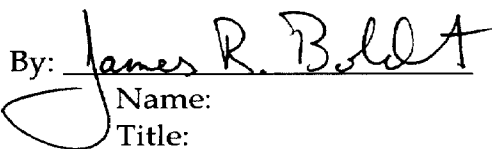
BANKBOSTON, N.A.

as Agent

By: 
John B. Desmond, Vice President

Accepted:

ELUMEN SOLUTIONS, INC.

By: 
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19th day of February, 1999, personally appeared John B. Desmond to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President 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.

C. Paula Barretto
Notary Public
My Commission Expires: _____
C. PAULA BARRETTO
NOTARY PUBLIC
My Commission Expires Oct. 20, 2000

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of February, 1999, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that s/he is a _____ of **ELUMEN SOLUTIONS, INC.**, 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
My Commission Expires: _____

EXHIBIT A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	<u>Registration No.</u>	<u>Registration Date</u>
ES	2,104,595	October 14, 1997

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	<u>Serial No.</u>	<u>Filing Date</u>
Elumen Solutions	75-386029	November 3, 1997
Elumen	75-386030	November 3, 1997