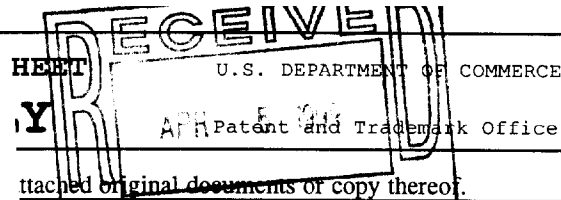


04-15-1999



101010899



To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):

BankBoston, N.A.

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

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

3. Nature of conveyance:

4.5.99

- 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)

75/386,029 75/386,030

B. Trademark No.(s) 2,104,595

Additional Numbers attached? Yes No

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 3 1

7. Total fee (37 CFR 3.41)..... \$90.00

- 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

Michael F. Scalise

Signature

3/31/99

Date

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

5

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

Vertical stamp: 04/14/1999 11:33:00 AM

**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"), among Elumen Solutions (Ohio), Inc. (the "Company"), the Agent and certain other parties thereto, and (c) the Trademark Collateral Security and Pledge Agreement, dated as of April 3, 1998, between the Company and the Agent and recorded with the PTO on or about May 21, 1998 at Reel 1730, Fram 0802 (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Borrower and 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.

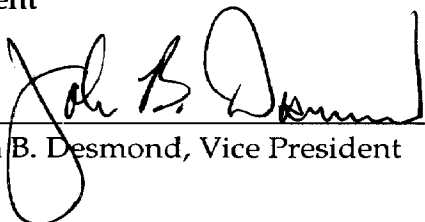
2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

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.

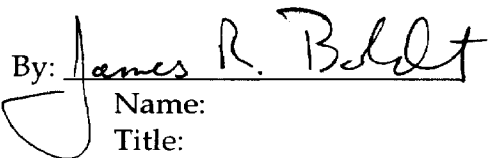
BANKBOSTON, N.A.

as Agent

By: 
John B. Desmond, Vice President

Accepted:

ELUMEN SOLUTIONS (OHIO), 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 (OHIO), 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 --	
	United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
Exemplar Systems, Inc.	2.122,688	December 23, 1997

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
	None	