

FORM PTO-1594 (Rev. 3-93)

8-19-99

RECORDATION F TRADEM

08-24-1999

DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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prints or copy thereof.

To the Honorable Commissioner of Patents and Trademarks.

1. Name of conveying party(ies):

US BANK 111 SW Fifth Avenue, Suite 400 Post Office Box 4412 Portland, OR 97208

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

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

3. Nature of conveyance:

8-19-99

- Assignment, Merger, Security Agreement, Change of Name, Other Release and Reassignment

Execution Date: July 28, 1999

2. Name and address of receiving party(ies)

Name: MECA SOFTWARE, L.L.C.

Internal Address:

Street Address: 115 Corporate Drive

City: Trumbull State: CT ZIP: 06611

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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 patent number(s):

A. Trademark Application No.(s)

Please see attached Schedule A.

B. Trademark Registration No.(s)

Please see attached Schedule A.

Additional numbers attached? Yes No

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

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: LOS Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 3.41): \$ 465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

08/23/1999 MTHA11 00000192 1855088

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Date 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.

Kimberley A. Lathrop Name of Person Signing

Kimberley A. Lathrop Signature

08-18-99 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE A

MECA SOFTWARE, L.L.C. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or Filing Date</u>
ANDREW TOBIAS' FINANCIAL ADVISOR	1855088	09/20/94
BASIC BUILDING BLOCKS	1309777	12/18/84
FINANCIAL SNAPSHOT	2032667	01/21/97
HOME SUITE HOME	1977194	05/24/96
INTELLIPORTAL	75/837747	02/10/99
MANAGING YOUR MONEY	1332652	04/23/85
MANAGING YOUR MONEY	1914583	08/29/95
MANAGING YOUR MONEY PLUS	2089600	08/19/97
MECA	2020732	12/03/96
MECA and design	1261563	12/20/83
MECA and design	1312113	01/01/85
MONEYSCAPE	75/059418	02/20/96
MORTGAGES, INSURANCE & MORE	2011546	10/29/96
MYM	2020736	12/03/96
MYMIC	1821972	02/15/94
PERSONAL ATTORNEY	1997491	08/27/96
SMARTDESK	1947492	01/09/96
SMARTFILL	74/504666	03/24/94

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of July 28, 1999 by U.S. Bank National Association, a national banking association ("U.S. Bank").

W I T N E S S E T H:

WHEREAS, U.S. Bank and **MECA SOFTWARE, L.L.C.** a Delaware corporation ("Debtor") are parties to a certain Subsidiary Security and Pledge Agreement dated as of May 18, 1999 (the "Agreement") pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications (collectively, the "Trademarks") as described in Schedule A attached hereto, as security for Debtor's obligations to U.S. Bank under the Agreement;

WHEREAS, the Agreement (or an Assignment of Security Interests pursuant thereto and in respect thereof) was submitted for recordation with the Trademark Office on or about May 26, 1999, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that U.S. Bank release its security interest in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. U.S. Bank hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Trademark Collateral.

2. U.S. Bank hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of U.S. Bank's right, title and interest, if any, in and to the Trademark Collateral, including without limitation all of the Trademarks appearing in Schedule A and all of the goodwill of Debtor's business associated with and symbolized by the Trademarks appearing in Schedule A.

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IN WITNESS WHEREOF, U.S. Bank has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

U.S. Bank National Association

By: Stacy M. Dodson

Its: VICE PRESIDENT

STATE OF Oregon)
) ss.
COUNTY OF Multnomah

On this 28th day of July, 1999 before me personally appeared Stacy Dodson, VP known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of U.S. Bank National Association.

Heather M. Fox
Notary Public



Multnomah County, _____

My commission expires: January 12, 2001

SCHEDULE A

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, MECA SOFTWARE, L.L.C., a Delaware limited liability company (the "Assignor"), whose address is 115 Corporate Drive, Trumbull, Connecticut 06611, hereby assigns and grants to U.S. BANK NATIONAL ASSOCIATION, Commercial Loan Servicing, PL-7, 555 S.W. Oak, Portland, Oregon, 97204, ("Lender") a security interest in all of the Assignor's right, title and interest in and to (a) the United States trademarks set forth on attached Schedule A, all registrations and recordings thereof, and all applications in connection therewith; (b) the goodwill associated therewith; (c) all renewals thereof; (d) all rights to income, royalties, profits, awards, damages or other rights relating thereto, including, without limitation, the right to sue for past, present or future infringement; (e) all licenses and agreements, written or oral, providing for the grant by or to Grantor of any right to use any trademark; and (f) all products and proceeds thereof (collectively, the "Trademarks").

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Subsidiary Security and Pledge Agreement, dated as of May 18, 1999, among the Assignor and Lender (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon termination of Lender's security interest, Lender shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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