

03-23-2000

RECEIVED



101296664

2000 FEB -3 AM 11: 47

RECORDATION FORM COVER SHEET

OPR/FINANCE

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MAG 2-3-00

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Termination of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/23/2000 DMGUYEN 00000098 090474 2158331

FOR OFFICE USE ONLY

01 RC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002037 FRAME: 0978

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2158331"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Nicole J. Gallo

Name of Person Signing

Nicole J. Gallo

Signature

1/24/00

Date Signed

AGREEMENT TERMINATING SECURITY INTEREST

Trademark

WHEREAS, Planetworks, LLC , a Delaware limited liability company, (the "Debtor") has adopted, used and is using the trademarks and service marks in Schedule A attached hereto , which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office (collectively, the Trademarks), and

WHEREAS, pursuant to a Security Agreement - Accounts Receivable, dated October 22, 1997, and Supplement to Security Agreement - Accounts Receivable, dated October 22, 1997 (collectively, the "Agreement") between Tangent International Computer Consultants, Inc., ("the Debtor") and Sterling National Bank, a national banking association duly organized and existing under the laws of the United States of America having an office at 500 Seventh Avenue, New York, NY 10018, (the "Secured Party"), the Secured Party was granted a Security Interest in the Trademarks and the Collateral (as defined in the Agreement). The Secured Party has filed an Agreement Granting Security Interest, dated October 22, 1997, which evidences that Security Interest, in the United States Patent and Trademark Office, such filing being recorded on October 23, 1997 on Reel Number 1651, Frame Number 0826.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party: 1) no longer claims an interest in the Trademarks and the Collateral, 2) hereby releases and terminates the Security Interest in the Trademarks and the Collateral, and the Agreement Granting Security Interest and 3) hereby relinquishes any and all rights to the Trademarks and the Collateral. Secured Party further releases and terminates the Security Agreement - Accounts Receivable, dated April 2, 1996, and the Supplement to Security Agreement - Accounts Receivable., dated October 22, 1997.

Upon request, Secured Party shall execute and deliver after the date hereof such further instruments or take such further action as may be reasonable and necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the Secured Party has caused this Agreement Terminating Security Interest to be duly executed by its duly authorized officer as of the 30th day of March, 1999.

STERLING NATIONAL BANK

By: Leonard Hook VP

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On the 30th day of March, 1999 before me personally came LEONARD HOOK, to me know, who being duly sworn, did depose and say that he is the VICE PRESIDENT of Sterling National Bank. described in and which executed the foregoing instrument, and that he signed his name thereto.

William F. Nugent Jr.

2000

SCHEDULE A

to

Agreement Terminating Security Interest

Trademarks and Service Marks

MARK: PLANETWORKS

REGISTRATION
NUMBER: 2158331

REGISTRATION
DATE: 05/19/1998

APPLICATION
NUMBER: 75 - 194599

FILED: 11/07/1996

GOODS &
SERVICES: Development and consulting services in
computer software

INTERNATIONAL
CLASS: 042