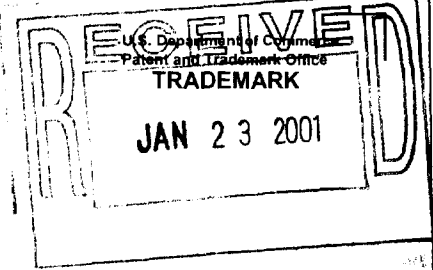


02-01-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



1-23-01

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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.)

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

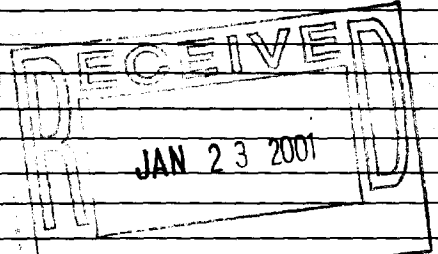
Name

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)

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.

Name of Person Signing

Signature

Date Signed

DEED OF RELEASE

THIS DEED OF RELEASE is made ^{January 4, 2001} ~~December 1, 2000~~, by FIRSTAR BANK, National Association, Overland Park ("Lender"), whose mailing address is 6333 Long, Shawnee, Kansas 66216.

WHEREAS, Lender is the owner and holder of certain indebtedness secured by a security agreement (the "Security Agreement"), attached hereto as Exhibit I, executed by SLMSOFT.COM, Inc., a corporation of the Province of Ontario, Canada ("SLM"), to MERCANTILE BANK, a Kansas chartered banking association ("Mercantile").

WHEREAS, Mercantile is now merged into Lender.

WHEREAS, the Security Agreement was executed August 20, 1999.

WHEREAS, the Security Agreement grants Lender a continuing security interest in SLM's right, title and interest in and to the following trademarks and/or service marks: ESP-LINK, SLMSOFT.COM, SLM, EC-STREET, EC-STREET.NET, EC-STREET.COM, EC-STREETDOTCOM, EASY-STREET, EAST-STREET.NET, EASY-STREET.COM, and EASY-STREETDOTCOM (collectively, the "Marks").

WHEREAS, financing statements have been filed perfecting Lender's security interest in the Marks in the following jurisdictions:

<u>Jurisdiction:</u>	<u>Financing Statement No.</u>
Illinois	3945299
Massachusetts	591611
Massachusetts	591612
Texas	98-232495
Texas	00-447148
Virginia	9811207252

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 27, 1999, under Reel 001967, Frame 0426.

WHEREAS, the recording of the Security Agreement at the United States Patent and Trademark Office on September 27, 1999, under Reel 001967, Frame 0426, evidences a continuing security interest of Lender in SLM's right, title and interest in and to the following trademarks and/or service marks: SLMSOFT.COM, SLM, and ESP-LINK.

NOW THEREFORE, For value received, Lender hereby terminates said Security Agreement, releases and assigns back to SLM all property described in said Security Agreement, including all right, title and interest in and to all of SLM's trademarks, service marks, trademark

WA 573016.1

or service mark registrations, trade names, and trademark or service mark applications, including without limitation, common law rights and any goodwill associated with the following marks: ESP-LINK, SLMSOFT.COM, SLM, EC-STREET, EC-STREET.NET, EC-STREET.COM, EC-STREETDOTCOM, EASY-STREET, EAST-STREET.NET, EASY-STREET.COM, EASY-STREETDOTCOM and any other marks which have been included in any modifications to the Security Agreement after the original execution.

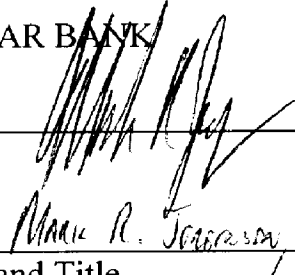
IN WITNESS WHEREOF, Lender has caused this Deed of Release to be executed pursuant to due authority the date first above set forth.

ATTEST: (Seal)

FIRSTAR BANK

By: _____

Name and Title



Mark R. Johnson, SVP

WA 573016.1