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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Lehman Commercial Paper, Inc.,  
as Administrative Agent**

- Individual(s)
- General Partnership
- Corporation-State (NY)
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: June 5, 2001

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

Name: SBA, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: One Town Center Road, Third Floor  
 City: Boca Raton State: FL ZIP: 33486

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,233,588**

Additional numbers attached?  Yes  No

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

Name: Robyn Greenberg, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 \_\_\_\_\_  
 Street Address: 425 Lexington Avenue  
 \_\_\_\_\_  
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.*

Robyn Greenberg, Esq.  
Name of Person Signing

Robyn Greenberg  
Signature

6/20/01  
Date

Total number of pages comprising cover sheet: 4

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 INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of June 5, 2001, from Lehman Commercial Paper, Inc. as Administrative Agent, a New York corporation located at 3 World Financial Center, 200 Vesey Street, New York, New York 10285 (the "Secured Party"), to SBA, Inc. (the "Pledgor"), a Florida corporation located at One Town Center Road, Third Floor, Boca Raton, Florida 33486.

WITNESSETH:

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights, dated as of February 11, 1999, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on March 25, 1999, at Reel 1876, Frame 0390; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;


NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in the following United States trademark: SBA AND DESIGN, Reg. No. 2,233,588, and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER, INC.,  
as Administrative Agent

By:   
Name: **G. Andrew Keith**  
Title: **Authorized Signatory**

STATE OF *New York*  
COUNTY OF *New York* )<sup>SS</sup>

On the 5 day of June, 2001, before me personally came G. Andrew Keith who is personally known to me to be the Authorized Signatory of LEHMAN COMMERCIAL PAPER INC.; who, being duly sworn, did depose and say that she/he is the authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument, that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

*Joan Livingstone Calderon*  
Notary Public

JOAN LIVINGSTONE CALDERON  
Notary Public, State of New York  
No. 31-4896362  
Qualified in New York City  
Term Expires *7/6/02*