

11-28-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1. The Travelers Insurance Company c/o Citigroup Investments, Inc.; and 2. Keystone Venture Capital Fund V, LP

2. Name and address of receiving party(ies) Name Solbright, Inc. Internal Address: Street Address: 48 West 37th St. City New York State NY Zip 10018

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Release Execution Date: 10/23/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,181,962

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Claudia L. Psome, Esq. Solbright, Inc. Internal Address: 48 W 37th St., 12 Floor NY, NY 10018 Street Address: same as above.

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41): \$ 215.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 50-0540

11/28/2001 DBYRNE 00000030 2181962 01 FC: 481 City: 40.00 OP 02 FC: 482 175.00 TP 03 FC: 484 120.00 OP

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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. Claudia L. Psome Signature Date 11/6/01

Repl'n Ref: 11/28/2001 DBYRNE 0008452300 DAN: 500540 Name/Number: 2181962 FC: 704 \$95.00 CR

Total number of pages including cover sheet, enclosures, and documents. Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002374 FRAME: 0837

SCHEDULE A

TO

RELEASE AND ASSIGNMENT

OF

SECURITY INTEREST AND MORTGAGE

LIST OF TRADE NAMES, TRADEMARKS, SERVICE MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

US TRADEMARKS

<u>Mark</u>	<u>Application (A) Registration (R) or Series No. (S)</u>	<u>Registration or Filing Date</u>
SOLBRIGHT, US Classes 35 & 42	Reg. No. 2,181,962 Serial No. 75/240,050	App. Date 02/11/97 Reg. Date 08/18/98 8 & 15 Due 08/18/2004 Renewal Due 08/18/2008
SOLBRIGHT, US Class 9	Reg. No. Serial No. 75/240,051	ABANDONED App. Date 02/11/97
ADSUITE, US Class 9	Reg. No. Serial No. 75/410,342	Re-file; sent to client 02/02/2001 Filed App. Date 12/23/97 Reg. Date
ADSUITE, US Class 42	Reg. No. Serial No. 75/874,293	Filed App. Date 12/17/99 Reg. Date
DISPATCH, US Class 42	Reg. No. 2,349,322 Serial No. 75/458,185	Response Due 08/02/2001 Registered App. Date 03/30/98 Reg. Date 05/16/2000 8 & 15 Due 05/16/06 Renewal Due 08/16/2010
CONVERGIX, US Classes 9 and 42	Reg. No. Serial No. 75/756,384	Filed App. Date 07/20/99 Reg. Date 05/16/2000 Response Filed 06/22/2000 Suspended 07/19/2000
SOLBRIGHT DIGITAL MEDIA SOLUTIONS & DESIGN, US Classes 9 and 42	Reg. No. Serial No. 75/769,687	Filed App. Date 08/06/99 Reg. Date Approved for Publication

STREAMLINING THE BUSINESS OF ONLINE ADVERTISING, US Classes 9 and 42	Reg. No. Serial No. 75/874,295	Filed App. Date 12/17/99 Reg. Date Response due 08/02/01
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FOREIGN TRADEMARKS

<u>Mark</u>	<u>Application (A)</u> <u>Registration (R)</u> <u>Country</u>	<u>Registration or</u> <u>Filing Date</u>
ADSUITE, EEC Classes 9 and 42	Europe (EEC) Serial No. 00169874 Reg. No.	Filed App. Date 05/31/2000 Reg. Date Response Filed 02/17/2001
ADSUITE, Canada	Serial No. 1063776 Reg. No.	Filed App. Date 06/15/2000 Reg. Date No Action

RELEASE AND ASSIGNMENT
OF
SECURITY INTEREST AND MORTGAGE

(TRADEMARKS)

WHEREAS, Pursuant to a certain Note Purchase and Security Agreement, dated as of April 9, 2001, by and between The Travelers Insurance Company, a Connecticut corporation, Keystone Venture Fund V, L.P., a Pennsylvania limited partnership (individually an "**Assignor**" and collectively the "**Assignors**") and Solbright, Inc., a Delaware corporation ("**Assignee**"), (the "**Security Agreement**"), the Assignee granted an assignment, to each of the Assignors, of a security interest in all of its rights, title and interest in the trademark it has adopted, used and is using, set forth in **Schedule A** attached hereto, which is hereby incorporated by this reference into this Assignment (the "**Trademarks**");

WHEREAS, Such recorded security interest assignment were filed with the U.S. Patent and Trademark Office ("PTO") on May 4, 2001 and reside on microfilm at the at Reel 002295, Frame 0824;

WHEREAS, The Assignee has satisfied its obligations under the Security Agreement;

WHEREAS, Each of the Assignors desires to hereby release and assign their security interest in all right, title and interest in and to the Trademarks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Each Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Trademarks, together with all goodwill associated therewith. Each Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Trademarks to Assignee.

2. Representations and Warranties. Each Assignor represents, warrants and covenants that: (a) each Assignor has the full power and authority to enter into this Assignment and to perform its obligations hereunder; (b) each Assignor's execution of and performance under this Assignment shall not breach any oral or written agreement with any third party; and (c) each Assignor has the right to grant the rights granted herein without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained.

3. Miscellaneous. This Assignment is made under and shall be construed in accordance with the laws of the State of New York, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Assignment. This Assignment may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Assignment are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Assignment constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.


ASSIGNEE

ASSIGNORS:

SOLBRIGHT, INC.

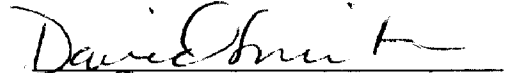
TRAVELERS INSURANCE COMPANY

By:



Name: Thomas Pace
Title: President and CEO

By:



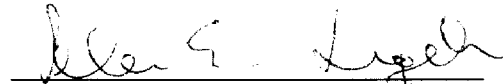
Name: David S. Smith
Title: Attorney-in-fact

KEYSTONE VENTURE FUND V, L.P.

By: **Keystone V Partners, L.P., its General Partner**

By: **Keystone V Management Co., Inc., its General Partner**

By:



Name: Peter C. Leggett
Title: Non-Vic