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To the Honorable Commissioner of Patents and Trademarks 101880227

Attached original documents or copy thereof.

Name of conveying party(ies):

Harris Trust and Savings Bank

10901

2. Name and address of receiving party(ies)

Name: Viastar Services, L.P.

Internal Address: 2 Woodview Tower

Street Address: 1349 Empire Central

City: Dallas State: TX ZIP: 75247

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Texas _____
- Corporation-State _____
- Other _____

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest in Trademark

Execution Date: September 10, 2001

Designation 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

10/18/2001 DBYRNE 00000106 75918434

01 FC:481 40.00 OP
02 FC:482 275.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Laura Konrath

Signature

Date

10/2/01

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

Mall documents to be recorded with required cover sheet information.

TRADEMARK
REEL: 002385 FRAME: 0076

EXHIBIT A

U.S. Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
VFREIGHT	75/918,434	02/14/00
STAR-TAX	75/924,716	02/22/00
STARPAY	75/558,837	09/26/98
STARLINK DIRECT	75/924,082	02/19/00
FR8.COM	75/924,717	02/22/00
VIASTAR GOLD	76/030,623	04/20/00
VIASTAR	75/303,728	06/05/97
VIASTAR	75/303,733	06/05/97
Miscellaneous Design	75/303,734	06/05/97
VIASTAR SERVICES CORPORATION	75/320,787	07/08/97

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VIASTAR DIRECT	2,251,870	06/08/99
VIACHEK	2,381,834	08/29/00

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This release of lien in trademarks (this "Release"), is made as of this 10 day of September 2001, by HARRIS TRUST AND SAVINGS BANK ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and VIASTAR SERVICES, LP, a Texas limited partnership formerly known as, and successor by conversion to, Viastar Services Corporation, a Texas corporation (the "Obligor") are parties to a Second Amended and Restated Loan and Security Agreement dated as of February 5, 2001 (as amended by the First Amendment to Second Amended and Restated Loan and Security Agreement dated as of July 20, 2001 and Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of September 10, 2001, and as may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), which Loan Agreement provided for, among other things, (a) for Secured Party and the other lenders (the "Lenders") party thereto, to, from time to time, extend credit to or for the account of Obligor, and (b) for the grant by Obligor to Secured Party of a security interest in substantially all of Obligor's assets, including, without limitation, the patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Obligor;

WHEREAS, in order to evidence the security interest created by the Loan Agreement, Obligor executed a certain Second Amended and Restated Conditional Assignment and Trademark Security Agreement dated as of February 5, 2001 (the "Security Agreement") in favor of Secured Party which Security Agreement was recorded on March 26, 2001 in Reel 002266, Frame 0473 of the United States Patent and Trademark Office; and

WHEREAS, Obligor desires to transfer all of the patents, patent applications, trademarks, trademark applications, tradenames, service marks, and service mark applications owned by Obligor to an affiliate of Obligor; and

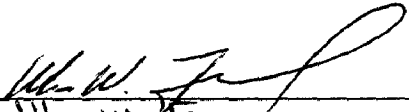
WHEREAS, Secured Party desires to release the lien and security interest created by the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency and adequacy of which are hereby acknowledged, Secured Party hereby releases and discharges all liens, security interest, assignments and other rights, titles and interest held by Secured Party to secure payment and performance of the Loan Agreement created by the Security Agreement, and the patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, good will and licenses of Obligor encumbered by the Security Agreement, including without limitation the trademark applications and trademark registrations more particularly described on Exhibit A hereto, from any and all such liens, security interests and assignments, and other rights, titles and interests.

This release shall be binding upon Secured Party and Secured Party's successors and assigns and shall inure to the benefit of Obligor and Obligor's successors and assigns, including but not limited to, any present or future owner of any interest in the property.

Executed on September 10, 2001.

HARRIS TRUST AND SAVING BANK

By: 
Name: Wes W. Frankel
Title: Vice President

Continuation
Item 4

EXHIBIT A

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