

12-26-2001

23443-20



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

101924771 TRADEMARKS ONLY

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): Fleet National Bank (fka BankBoston, N.A.) [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other National Banking Association

2. Name and address of receiving party(ies) Name: InsoIutions Incorporated Internal Address: Street Address: 655 Clyde Avenue City: Mountain View State: CA Zip: 94043 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Delaware [ ] Other

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other Amended and Restated Trademark Collateral Security and Pledge Agreement Execution Date: October 30, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,054,299

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [ ] Enclosed [X] Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed: Jean M. Maxwell Name: Trademark Legal Assistant Coordinator Internal Address: Palmer & Dodge LLP Street Address: 111 Huntington Avenue City: Boston State: MA Zip: 02199

8. Deposit account number: 50/1646 (Attach 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. Jean M. Maxwell Signature Date December 17, 2001

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

12/26/2001 RANWED1 00000016 501646 2054299 01 FC:481 40.00 CH

TRADEMARK REEL: 002412 FRAME: 0233

**TERMINATION AND RELEASE**  
**OF**  
**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**INSOLUTIONS INCORPORATED**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of October 30, 2001, by **FLEET NATIONAL BANK** (f/k/a BankBoston, N.A.), a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") for itself and the other lending institutions (hereinafter collectively the "Banks"), in connection with the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 11, 1998 (as heretofore amended, and in effect, the "Credit Agreement"), by and among InSolutions Incorporated, a Delaware corporation (the "Company"), certain affiliates of the Company, the Agent and the Banks.


**WHEREAS**, in connection with the Credit Agreement, the Company and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of June 11, 1998 (the "Trademark Agreement"), which Trademark Agreement was recorded January 10, 2000 with the United States Patent and Trademark Office at Reel 002016, Frame 0463 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

**WHEREAS**, pursuant to the Trademark Agreement, the Company granted to the Agent a security interest in, and granted, assigned and conveyed to the Agent, by way of collateral security, the Company's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

**WHEREAS**, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Company its right, title and interest in the Pledged Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

**FLEET NATIONAL BANK,**  
as Agent

By:   
Name: George A. Nicholson  
Title: VP



CONNELL LIMITED PARTNERSHIP'S TRADEMARKS

Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office  
Registration No. Registration Date

IS Insolutions Incorporated

2,054,299

April 22, 1997