DEC 1 7 2001 Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. \$731/2002)

12-27-2001 

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

| Tab settings ⇔⇔⇔   | <b>V V</b>  |
|--|---|
| To the Honorable Commissioner of Patents and Trademarks: F   | Please record the attached original documents or copy thereof.  |
| Name of conveying party(ies):  | 2. Name and address of receiving party(ies)   |
| Floor Notice 1 P 1   | Name: Saleslink Corporation   |
| Fleet National Bank<br>(fka BankBoston, N.A.)  | Internal  |
| (TRA BARRHOSTOR, N.A.)   | Address:  |
| General Partnership Limited Partnership  | Street Address: 425 Medford Street  |
| Corporation-State  | City: Boston State: MA Zip: 02129   |
| Other National Banking Association   | Individual(s) citizenship   |
|  | Association   |
| Additional name(s) of conveying party(ies) attached? 📮 Yes 📮 No  | General Partnership   |
| 3. Nature of conveyance:   | Limited Partnership   |
| Assignment   | XXX Corporation-State <u>Delaware</u>   |
| Security Agreement Change of Name  | Other   |
|  | If assignee is not domiciled in the United States, a domestic   |
| Amended & Restates Trademark Collateral Execution Date: Security & Pledge Agreement                                  | representative designation is attached:   (Designations must be a separate document from assignment)  Additional name(s) & address( es) attached?   Yes  No |
| October 30, 2001   | rosmonariama(a) or address( as) attached ( 🚅 Yes 🕍 No   |
| A. Application number(s) or registration number(s):  A. Toplomath Application No. (s)                                | <b></b>   |
| A. Trademark Application No.(s)  | B. Trademark Registration No.(s) 1,620,344  |
|  |   |
| Additional number(s) at  | tached 📮 Yes 📭 No   |
| 5. Name and address of party to whom correspondence  | 6. Total number of applications and   |
| concerning document should be mailed:<br>Jean M. Maxwell   | registrations involved:   |
| Name: Trademark Legal Assistant Coordina   | Į.  |
| Internal Address:  | 7. Total fee (37 CFR 3.41)\$40.00   |
|  | ☐ Enclosed  |
| Palmer & Dodge LLP   | Authorized to be charged to deposit account   |
|  | And Additionable to be originated to deposit account  |
|  | 8. Deposit account number:  |
| Street Address: 111 Huntington Avenue  | ·   |
|  | 50/1646   |
|  |   |
| City: Boston State: MA Zip: 02199  | (Attach duplicate copy of this page if paying by deposit account)   |
|  | THIS SPACE  |
| <ol><li>Statement and signature.</li><li>To the best of my knowledge and belief, the foregoing information</li></ol> | nation is true and correct and any attached copy is a true  |
| copy of the original document.   | )   |
| Jean M. Maxwell  | Meximen December 17, 2001   |
|  | ignature December 17, 2001  |
| 7  | ver sheet, attachments, and document:   |

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

12/27/2001 ANHMED1 00000001 501646 01 FC:481

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# TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

#### SALESLINK CORPORATION

TERMINATION AND RELEASE OF AMENDED AND RESTATED 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 Saleslink Corporation, 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 Amended and Restated 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 0494 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;

BOS-BUS:402933.5BUSDOCS:1048320.1

**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 <u>Exhibit A</u> attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK.,

as Agent

By:\_\_\_ Nama:

Vame: Frence A. Which ols

Title

BOS-BUS:402933.5BUSDOCS:1048320.1

#### CERTIFICATE OF ACKNOWLEDGMENT

| COMMONWEALTH OF MASSACHUSETTS | ) |
|-------------------------------|---|
|                               | ) |
| COUNTY OF SUFFOLK             | ) |

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of October, 2001 personally appeared for Notation to me known personally, and who, being by me duly sworn, deposes and says that he is a \_\_\_\_\_\_ of FLEET NATIONAL BANK, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires:

SANDRA J. LEPRIOL-VREJAN, Notary Publics
My Commission Expires April 26, 2007

BOS-BUS:402933.5BUSDOCS:1048320.1



### EXHIBIT A

## SALESLINK CORPORATION'S TRADEMARKS

Trademark

Registrations --

or Service Mark United States Patent and Trademark Office

Registration No. Registration Date

SALESLINK

1,620,344

October 30, 1990

BOS-BUS:402933.5BUSDOCS:1048320.1

**RECORDED: 12/17/2001**