

03-28-2002



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To the Honorable Commission

original documents or copy thereof.

1. Name of conveying party(ies):  
**Fleet National Bank aka Bank Boston, N.A.**

*3-6-02*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other **Release of Security Interest**

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

2. Name and address of receiving party(ies)

Name: **Axis Group, Inc.**  
Internal  
Address: \_\_\_\_\_  
Street Address: **160 Claremont Avenue, Suite 390**  
City: **Decatur**      State: **GA**      Zip: **30030**

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

If assignee 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 **Other Release of Security Agreement**

Execution Date: **February 22, 2002**

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

A. Trademark Application No.(s)  
**See attached schedule**

B. Trademark Registration No.(s)  
**See attached schedule**

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: ..... **5**

7. Total fee (37 CFR 3.41)..... **\$ 115.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 - Schulte Roth & Zabel**

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

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

Name: **Santo Manna, Esq.**  
Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York**      State: **N.Y.**      Zip: **10022**

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.*

*Santo Manna*  
Name of Person Signing

*[Signature]*  
Signature

*March 6, 2002*  
Date

Total number of pages including cover sheet, attachments, and document: **7**

OFFICE OF PUBLISHED DOCUMENTS  
MAR - 6 PM 2:21  
FINANCE SECTION

03/27/2002 LMUELLER 00000077 500675 2141452

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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

**SCHEDULE A**

**Trademark Registrations**

<u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUTOVISION	2,141,452	3/3/98
AXIS (Design)	2,080,261	7/15/97
MOVE, IMPROVE, INFORM	2,232,797	3/16/99

**Pending Trademarks**

<u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
AGILE	75/267,823	3/2/97

**RELEASE OF SECURITY INTEREST**  
**(Trademarks)**

This RELEASE OF SECURITY INTEREST (Trademarks) (the "Release") is made and effective as of the date indicated below and is granted by BankBoston, N.A., a national banking association ("Releasor"), for itself and as Administrative Agent for other lending institutions, in favor of Axis Group, Inc., a Georgia corporation ("Releasee").

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of September 30, 1997, as amended and in effect from time to time (the "Credit Agreement") by and among, inter alia, Allied Holdings, Inc., Releasor and the Banks (as defined in the Credit Agreement), the Banks agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee executed and delivered to Releasor that certain Security Agreement (as defined in the Credit Agreement, and as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement"), pursuant to which Releasee granted to Releasor a security interest in, inter alia, the trademarks and service marks, and trademark and service mark applications and registrations, listed on Schedule A attached hereto (the "Scheduled Trademarks") to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, as a supplement to the Security Agreement, Releasee executed and delivered to Releasor that certain Trademark Collateral Security and Pledge Agreement dated as of September 30, 1997 (the "Trademark Security Agreement") pursuant to which Releasee granted to Releasor a continuing security interest in and first priority lien on the Pledged Trademarks (as defined in the Trademark Security Agreement) including, without limitation, the Scheduled Trademarks, all renewals thereof, and the right to sue for past, present and future infringement thereupon, and any after-acquired trademarks and service marks and related applications and registrations (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1649/Frame 0010-0031 on October 31, 1997;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and the Banks, and its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest (if

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any) that it may have in the Trademark Collateral to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 22 day of February 2002.

FLEET NATIONAL BANK (f/k/a  
BANKBOSTON, N.A.)

By: *Jeffrey G. Millman*

Name: Jeffrey G. Millman

Title: Director

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF MA

COUNTY OF SUFFOLK

ss.:

On this 22<sup>nd</sup> day of FEBRUARY 2002, before me, the undersigned, personally appeared JEFFREY G. MILLMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Patricia A. Mallard*  
[NOTARY SEAL]  
EXPIRATION DATE: 12-17-04

# SCHEDULE A

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