

04-16-2002

OFFICE OF PATENT RECORDS

RECC



HEET

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FINAL The Honorable Commissioner of Patents and Trademarks. Please return the enclosed original documents or copy thereof.

1. Name of conveying party(ies):
Coast Business Credit, A Division of Southern Pacific Bank (Bank)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Media Outsourcing, Inc. (DE Corp.)
Internal Address:

3. Nature of conveyance: 3-27-02
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement dated 1/28/00

Street Address: 2550 Heritage Court, Ste. 106
City: Atlanta State: Georgia
ZIP: 30339

Additional name(s) & address(es) attached? Yes No

Execution Date: March 18, 2002

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,242,216 MEDIA OUTSOURCING

Additional numbers attached? Yes No

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

BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 02-4270
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above 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

Susan C. Shin, Esq.
Name of Person Signing

[Signature]
Signature

3/19/02
Date

Total number of pages including cover sheet, attachments and document: 5

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

04/15/2002 BYRNE 00000123 024270 2242216

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COAST BUSINESS CREDIT
A DIVISION OF SOUTHERN PACIFIC BANK

PAYOFF OF OBLIGATIONS AND RELEASE OF LIENS

March 18, 2002

Mr. Chet Borgida, CFO
Media Outsourcing, Inc., f/k/a
Direct Sales International, Inc.
C/O Cross Media Marketing, Inc.
461 Fifth Avenue, 19TH Floor,
New York, N.Y. 10017

Mr. Scott Vanderwall, VP
Fleet Bank
1185 Avenue of the Americas
New York, NY 10036

RE: Payoff of Indebtedness

Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of January 28, 2000, by and between Coast Business Credit, a division of Southern Pacific Bank, a California corporation ("Coast"), as lender, on the one hand, and Media Outsourcing, Inc. ("Borrower"), as borrower, on the other hand, (the "LSA") pursuant to which said agreement Coast has made loans and advances and provided other financial accommodations to Borrower (the "Loans").

In consideration of the foregoing Coast does hereby agree that upon Coast's receipt of the Payoff Amount (as that term is hereinafter defined), representing payment in full of all principal, interest, fees and expenses outstanding under the LSA (i) Coast will release any and all security interests, liens mortgages and encumbrances granted by Borrower to secure the repayment of the Loans and its other Obligations to Coast, and (ii) the LSA will be terminated and of no further force and effect, except for indemnity provisions which by their terms survive termination of the LSA. Without limiting the foregoing, Borrower agrees to promptly pay to Coast any such indemnified amounts following receipt of written demand therefor from Coast. The Payoff Amount shall be U.S. \$18,276,840.98 if said sum is received on or prior to 11:00 a.m., Los Angeles Time, on March 19, 2002. The Payoff Amount shall be increased by a per diem amount of \$4,563.51, for each day that the Loans and other Obligations owing to Coast remain outstanding after March 19, 2002. Payments received after 11:00 a.m. Los Angeles time on any day shall be deemed to be received on the next Business Day. The Payoff Amount shall be wired to Coast to the following account:

DOCSLA1:412950.1

6888-75 GDS

12121 WILSHIRE BOULEVARD • SUITE 1400 • LOS ANGELES • CA 90025 • TEL: 310.820.6681 • FAX: 310.825.2884

MEMBER FDIC

TRADEMARK
REEL: 002483 FRAME: 0481

Bank Name: Southern Pacific Bank
Location: Los Angeles, California
ABA Routing No.: 3222-8647-6
Credit: Coast Business Credit
Reference: Media Outsourcing, Inc.

The Payoff Amount set forth above assumes no increases in the principal balances of the loans and no changes in interest rates prior to payment of the same. Upon receipt of the Payoff Amount and an original of this letter duly executed by Borrower and New Lender, Coast will execute and deliver to Borrower (for filing by the Borrower) such Uniform Commercial Code termination statements as are necessary to terminate all financing statements in favor of Coast, and will execute such other documents and instruments, including, without limitation, any (i) documents and instruments required by the U.S. Patent and Trademark Office, (ii) mortgage and deed of trust releases and (iii) terminations of blocked account agreements, and take such other actions as the Borrower or new lender shall reasonably request, to evidence the satisfaction of the Borrower's Obligations under the LSA and the release of all security interests, liens, mortgages and encumbrances securing the Borrower's Obligations under the LSA. Furthermore, effective upon the receipt by Coast of the Payoff Amount and an original of this letter duly executed by Borrower and New Lender, Borrower and its attorneys are hereby authorized to file any Uniform Commercial Code termination statements as are necessary to terminate all financing statements in favor of Coast. Notwithstanding anything to the contrary herein, nothing herein shall affect the rights of the holder of that certain Warrant 1 issued by Symposium Corporation which Warrant remains in full force and effect in accordance with its terms.

Effective upon the receipt by Coast of the Payoff Amount and an original of this letter duly executed by Borrower and New Lender, Borrower hereby releases, discharges and acquits Coast, its officers, directors, agents and employees and its and their respective successors and assigns, from all Obligations to Borrower (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that Borrower at any time had or has, or that its successors and assigns hereafter can or may have against Coast, its officers, directors, agents or employees and its and their respective successors and assigns.

Borrower specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Borrower agrees to indemnify and hold Coast harmless from any and all loss, cost, damage or expense (including, but not limited to, reasonable attorneys' fees) which Coast may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Coast to the account of the Borrower with Coast, together with any reasonable out-of-pocket expenses or other charges incident

thereto and in addition, Borrower agrees to pay Coast on demand all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred in connection with this letter agreement, and any instruments or documents contemplated hereunder.

In addition, and not in limitation of the rights of indemnification from Borrower in Coast's favor, as provided in the immediately preceding paragraph, New Lender agrees to indemnify Coast from, and hold Coast harmless against, all loss, cost, damage or expense (including, but not limited to, reasonable attorneys' fees) which Coast may suffer or incur at any time as a result of any non-payment, claim, refund or dishonor of any checks or other items which have been credited by Coast to the account of Borrower with Coast in determining the Payoff Amount, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified by the terms hereof shall be paid to Coast promptly by New Lender upon Coast's demand therefor, sent in writing at any time within sixty (60) days after the date of the receipt by Coast of the Payoff Amount; and the amount of the demand shall be conclusive upon New Lender, absent manifest error. Without limitation, it is understood that the Obligation of New Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Coast upon Borrower.


Borrower authorizes the foregoing indemnification of Coast by New Lender and agrees that New Lender may pay any and all amounts demanded by Coast pursuant to the foregoing indemnification and New Lender may treat such amounts as advances to Borrower and charge the amounts to any account of Borrower with New Lender, without inquiry as to whether such amounts are actually due and owing to Coast and without regard to any dispute or claim that Borrower may have or assert against Coast and/ or other parties.

Notwithstanding anything to the contrary contained herein, Coast reserves all of its right in and to any checks or similar instruments for payment of money heretofore received by Coast in connection with Coast's arrangements with Borrower, and all of its rights to any money due or to become due under said checks or similar instruments and/or all of Coast's claims thereon.

Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by Coast from or for the account of Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Coast in any bankruptcy, reorganization, insolvency, fraudulent conveyance or similar proceeding involving Borrower, the indebtedness intended to be repaid thereby shall be reinstated (without further action by any party) and shall be enforceable against Borrower. In such event, Borrower shall be and remain liable to Coast for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Coast.

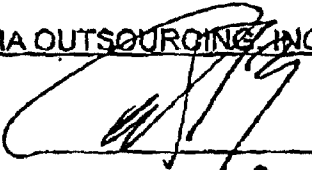
Very truly yours,

COAST BUSINESS CREDIT

By: 
Its: Vice President

ACKNOWLEDGED AND AGREED

MEDIA OUTSOURCING, INC.

By: 
Its: Steven A.P. - CFO

**ACKNOWLEDGED AND AGREED AS TO THE
INDEMNIFICATION PROVISIONS ONLY**

FLEET BANK

By: _____
Its: _____