

05-28-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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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 5-21-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of
- Merger
- Change of Name

Execution Date: Trademark Collateral Security and Pledge Agreement - May 13, 2002

2. Name and address of receiving party(ies)

Name: CES International, Inc.
Internal
Address: (f/k/a Configured Energy Systems, Inc.)

Street Address: 11675 Rainwater Drive, Suite 500
City: Alpharetta State: GA Zip: 30004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) 76/052516,
76/034485, 76/030632, 75/527919

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Morris, Manning & Martin, LLP

Internal Address: Dana Schwind

Street Address: 3343 Peachtree Road, N.E.

City: Atlanta State: GA Zip: 30326-1044

6. Total number of applications and registrations involved: 4

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Dana A. Schwind

Dana A. Schwind
Signature

5/21/02

Date

05/24/2002
01 FC:481
02 FC:482

40.00 DP
75.00 DP

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

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

TRADEMARK
REEL: 002513 FRAME: 0597

TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

CES INTERNATIONAL, INC.

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of May 13, 2002, by **FLEET NATIONAL BANK**, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, (the "Bank"), in connection with the Credit Agreement, dated as of January 12, 2001 (as heretofore amended, and in effect, the "Credit Agreement"), by and between **CES International, Inc. (f/k/a Configured Energy Systems, Inc.)** (the "Borrower") and the Bank.

WHEREAS, in connection with the Credit Agreement, the Borrower and the Bank entered into a Trademark Collateral Security and Pledge Agreement, dated as of January 12, 2001 (the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 002231, Frame 0216 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

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

WHEREAS, the Bank has agreed to terminate and release the Trademark Agreement and assign and transfer to the Borrower 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 Bank hereby terminates and releases the Trademark Agreement and assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Bank'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

By: 
Title: BANKING OFFICER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OR COMMONWEALTH OF Rhode Island
COUNTY OF Providence)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13th day of May, 2002 personally appeared ANGELO PAOLINI to me known personally, and who, being by me duly sworn, deposes and says that he is a BANKING OFFICER 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.

Suzanne LaCocque
Notary Public Suzanne LaCocque
My Commission Expires: 7-7-2002

EXHIBIT A

CES INTERNATIONAL, INC.

Trademarks and Trademark Registrations

	Pending Applications United States Patent and Trademark Office	
<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Centricity	76/052,516	May 19, 2000
CES International	76/034,485	April 25, 2000
CES.com	76/030,632	April 20, 2000
Configured Energy Systems	75/527,919	

BUSDOCS:1111440.1

RECORDED: 05/21/2002

TRADEMARK
REEL: 002513 FRAME: 0601