

08-16-2002



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

102192469  
**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):

Broadband Capital Corporation

8-12-02

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

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

3. Nature of conveyance:

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

Execution Date: July 22, 2002

2. Name and address of receiving party(ies)

Name: Fortress Technologies Inc. of Florida

Internal Address: Suite 650

Street Address: 2701 N. Rocky Point Dr.

City: Tampa State: FL Zip: 33607

- 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) 75/372,638

B. Trademark Registration No.(s) 2,141,359

2,585,585

Additional number(s) attached  Yes  No

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

Name: Donita Hayes

Internal Address: Suite 5300

Street Address: Kirkland & Ellis

200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Donita Hayes, Legal Assistant

*Donita Hayes*  
Signature

8/6/02  
Date

Name of Person Signing

4

LMUELLER 00000271 220440 75372630

Total number of pages including cover 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

08/15/2002  
01 FC:481  
02 FC:482

40.00 CH  
50.00 CH

TRADEMARK  
REEL: 2564 FRAME: 0266

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of July 22, 2002 ("Effective Date") by and between Fortress Technologies Inc. of Florida, a Delaware corporation ("Grantor"), and Broadband Capital Corporation, a Delaware corporation ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated as of May 31, 2002 (the "Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, servicemarks and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the trademark and/or servicemark registrations and applications set forth on Schedule A hereto;

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on June 15, 2001, at Reel 002320, Frames 0878;

**WHEREAS**, Grantor has paid or settled all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world; and (iv) Schedule B attached hereto sets forth a complete and correct list of all of the filings made by or on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademarks in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonable requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantor has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**BROADBAND CAPITAL CORPORATION**

George M. Savarino  
Name: George M. Savarino  
Title: President

STATE OF Pennsylvania )  
COUNTY OF Centre ) ss.

On this 22<sup>nd</sup> day of July, there appeared before me George M. Savarino personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Broadband Capital Corporation

Leslie S. Pauline  
Notary Public

Notarial Seal  
Leslie S. Pauline, Notary Public  
College Twp., Centre County  
My Commission Expires Mar. 27, 2005  
Member, Pennsylvania Association of Notaries



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**SCHEDULE A**

**Trademark Application Numbers:**

75/372,638

**Trademark Registration Numbers:**

2,141,359

2,585,585