

08-16-2002



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TRADEMARKS ONLY

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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kupfer Rosen & Herz, LLP

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 24, 2002

2. Name and address of receiving party(ies)

Name: Digital Secured Networks Technology Inc.

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
Name of Person Signing

Donita Hayes
Signature

8/6/02
Date

4

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

LABELLER 00000270 220440 75372638

40.00 CH
50.00 CH

TRADEMARK
REEL: 2564 FRAME: 0270

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of July 24, 2002 ("Effective Date") by and between Digital Secured Networks Technology, Inc. (presently known as Fortress Technologies Inc. of Florida), a Delaware corporation ("Grantor"), and Kupfer, Rosen & Herz. LLP, as collateral agent on behalf of the Investors as defined below (the "Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement dated as of September 1, 1997, by and among Grantor, the Investors named therein (the "Investors") and Grantee, as collateral agent for the Investors (the "Security Agreement"), Grantor granted to the Investors a continuing security interest in and to all of Grantor's right, title and 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 April 1, 1998, at Reel 1718, Frames 0099;

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, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

KUPFER, ROSEN & HERZ, LLP

By: Carey S. Kupfer

Name: Carey S. Kupfer

Title: Partner

STATE OF New York
COUNTY OF New York) SS

On this 24th day of July, 2002, there appeared before me Carey S. Kupfer, 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 Kupfer Rosen + Herz, LLP.

Henrietta Davis

Notary Public
HENRIETTA DAVIS
Notary Public, State of New York
No. 24-4782576 Qual. in New York
Certificate Filed in New York
Commission Expires Feb. 6, 2006

SCHEDULE A

Trademark Application No. 75/372,638

Trademark Registration Nos. 2,141,359 and 2,585,585