

12-13-2002

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

Form TPO-1594

(Rev. 03/01)

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

Tab settings ⇌ ⇌ ⇌ ▼



102310337

To the Honorable Commissioner c

Record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

The Provident Bank

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Bank

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

Execution Date: 11/21/02

## 2. Name and address of receiving party(ies)

Name: Universal Solutions of North Carolina, Inc.

Internal

Address:

Street Address: 465 Shepherd Street

City: Winston-Salem State: NC Zip: 27103

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State North Carolina  
☐ 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) n/a

B. Trademark Registration No.(s) 1,863,895

Additional number(s) attached ☐ Yes ☒ No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky &amp;

Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

## 6. Total number of applications and registrations involved:

1

## 7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Marianne F. Taras

Name of Person Signing

Signature

Date

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

4

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

12/12/2002 LMUELLER 00000090 1863895

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40.00 OP

TRADEMARK  
REEL: 002632 FRAME: 0800

# RELEASE OF SECURITY INTEREST IN TRADEMARKS/SERVICE MARKS

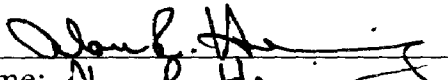
November 21, 2002

Reference is made to (i) that certain Amended and Restated Credit Agreement, dated as of January 15, 1999 and the predecessor Credit Agreement dated as of September 29, 1997 (the "Credit Agreement"), among Universal Solutions International, Inc., Supermarket Information Systems, Inc., Universal Rx Solutions, Inc., Pharmacy Solutions, Inc., Ballantine Solutions, Inc. and Innovation Systems, Inc., listed as borrowers on the signature pages thereto (collectively, the "Borrowers"), each of the other financial institutions from time to time party thereto (the "Lenders") and The Provident Bank, as agent for the Lenders (the "Agent"), (ii) that certain Security Agreement dated as of September 29, 1997 (the "Security Agreement"), by and between the Borrowers and the Agent, pursuant to which, inter alia, the Borrowers granted to the Agent a security interest in the Borrowers' right, title, and interest in and to the trademarks/service marks and registrations listed on Schedule A hereto (the "Trademarks") and (iii) that certain Assignment of Security and Interest in Trademark and Trademark Applications and Registrations, dated September 29, 1997, (the "Assignment"), which Assignment evidences the security interest of the Agent in the Trademarks and was recorded in the United States Patent and Trademark Office on October 29, 1997, at Reel 1653, Frame 0796.

The Agent hereby re-assigns and releases to the Borrowers and terminates all right, title and interest that the Agent has in and to the Trademarks and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Trademarks; the right to sue for past, present and future infringements, and all rights corresponding thereto; and all rights relating to any related trademarks or trademark applications existing in the past, present or future. The Agent will execute and deliver to the Borrowers, at the Borrowers' expense, such additional documents as may be reasonably necessary and delivered by the Borrowers to the Agent, which are intended to terminate any interest of the Agent in the Trademarks.

This release shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of law principles.

THE PROVIDENT BANK, as Agent

By:   
Name: Alan R. Henning  
Title: Vice President

## EXHIBIT A

OWNER	TRADEMARK	TRADEMARK NO. & REGISTRATION DATE
Universal Solutions of North Carolina, Inc.	DAMAGE TRACK	1,863,895 11/22/94

STM/238852.1

RECORDED: 12/09/2002

TRADEMARK  
REEL: 002632 FRAME: 0803