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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

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Tab settings ⇄ ⇄ ⇄

MAIL 6 2003

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
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies):
Name: TransMontaigne Inc.
Internal
Address: 2750 Republic Plaza
Street Address: 370 17th Street
City: Denver State: CO Zip: 80202
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation - 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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other: Release of Security Interests recorded at
Reel/Frame Nos. 2553/0975 and 2059/0871
Execution Date: 02/28/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)
2,434,769 and 2,424,751
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Valerie Brennan
Internal Address: Hogan & Hartson LLP
Box Intellectual Property
Street Address: 8300 Greensboro Drive
Suite 1100
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 08-2550
(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

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.
Valerie Brennan Signature 3/6/03 Date
Name of Person Signing

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

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

RELEASE OF SECURITY INTERESTS

WHEREAS, TransMontaigne Inc., a Delaware corporation, with offices at 2750 Republic Plaza, 370 17th Street, Denver, Colorado 80202 (the "Company"), on March 7, 2000 granted a security interest in the federal trademark application (Serial No.75/767,826) shown on the attached Schedule A; and on June 27, 2002 granted a security interest in the federal trademark registrations (Reg. Nos. 2,434,769 and 2,424,751) shown on the attached Schedule B (collectively the "Marks") to Fleet National Bank, as Collateral Agent (the "Collateral Agent") for a group of lenders to secure performance by the Company of its obligations to such lenders, which security agreements were recorded with the United States Patent and Trademark Office at Reel/Frames 2059/0871 on March 24, 2000 and 2553/0975 on July 5, 2002, respectively (collectively, the "Security Agreements");

WHEREAS, the Collateral Agent, with offices at 100 Federal Street, Boston, Massachusetts 02110, desires to release its rights as a mortgagee, pledgee, and secured party in connection with the Marks under the aforementioned Security Agreements, and the Company desires to accept the release of the security interests and lien on the Marks; and

WHEREAS, the Company has paid and performed in full its obligations to such lenders and terminated all further obligations of such lenders to extend credit to the Company and its affiliates;

NOW THEREFORE, for good and valuable consideration paid by the Company, receipt of which is hereby acknowledged, the Collateral Agent hereby releases the mortgage, pledge, and security interest in and to the Marks, releases all other rights it may have under said Security Agreements with respect to the Marks, and cancels such agreements with respect to the Marks, in each case, without recourse, representation or warranty of any nature whatsoever, whether express or implied, effective as of the date written below.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed.

Date: 28 FEBRUARY 2003

FLEET NATIONAL BANK,
as Collateral Agent

By: _____

Name: _____

Title: _____

Terrence Ronan
Managing Director

ACKNOWLEDGMENT

COMMONWEALTH OF Massachusetts)
COUNTY OF Suffolk) SS

On this 28TH day of FEBRUARY, 2003 before me personally appeared TERRENCE RONAN, to me personally known, who, being duly sworn, did say that he/she is the MANAGING DIRECTOR of the Collateral Agent and that he/she duly executed the foregoing instrument for and on behalf of the Collateral Agent being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of the Collateral Agent.

Kathleen M. Jones
Notary Public

My commission expires: 9/20/07

SCHEDULE A
U.S. Service Mark Application

Mark	Application No.
TM (Stylized)	75767,826

SCHEDULE B
U.S. Service Mark Registrations

Mark	Registration No.
TM (Stylized)	2,424,751
TRANSMONTAIGNE	2,434,769