

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTERED</u>
FASTWEB	2,046,039	3/18/97
FAST.WEB	2,348,954	5/9/00
FASTWEB.COM and Design	2,210,603	12/15/98
FASTWORK	2,248,308	5/25/99
FASTWORK.COM	2,276,569	9/7/99
GOODY BAG	2,465,392	7/3/01
FINAID	2,094,921	9/9/97
FINAID and Design	2,395,002	10/17/00
MISCELLANEOUS (DIPLOMA) Design	2,395,003	10/17/00

TERMINATION OF LOAN AGREEMENT, COMMITMENT AND SECURITY DOCUMENTS

This Termination of Loan Agreement, Commitment and Security Documents is made as of the 29th day of June, 2001 by LaSalle Bank National Association ("Lender") in favor of FastWeb, Inc. ("Borrower").

WHEREAS, Borrower and Lender are each party to that certain Loan Agreement made as of June 30, 2000 between Borrower and Lender (as amended to date, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement);

WHEREAS Borrower has requested, in accordance with subsection 3.6 of the Loan Agreement, that the Loan Agreement, the Commitment and all of the Security Documents be terminated as of the date hereof;

NOW, THEREFORE, Borrower and Lender each hereby agree that effective as of the date hereof the following are hereby terminated without premium or penalty: (i) the Loan Agreement, (ii) the Commitment and (iii) all of the Security Documents, including without limitation (a) the Security Agreement dated as of June 30, 2000 between Borrower and Lender, (b) the Copyright Security Agreement dated as of June 30, 2000 executed by Borrower in favor of Lender (pertaining to the Publishing Agreement with Sourcebooks, Inc. dated as of April 26, 1996, as amended), (c) the Patent Security Agreement dated as of June 30, 2000 executed by Borrower in favor of Lender (recorded in the U.S. Patent and Trademark Office on July 28, 2000, at Reel 002124 Frame 0121, and pertaining to Patent Application No. 09/518,145) and (d) the Trademark Security Agreement dated as of June 30, 2000 executed by Borrower in favor of Lender (recorded in the U.S. Patent and Trademark Office on July 28, 2000, at Reel 002124 Frame 0121, and pertaining to the trademarks listed on Exhibit A hereto).

Lender further agrees that all liabilities, obligations and indebtedness owing by Borrower to Lender have been satisfied in full and the liens and security interests of Lender in any and all of the property of Borrower and its Affiliates are hereby released and terminated. Lender will deliver to Borrower: (i) the executed releases and Uniform Commercial Code termination statements described on Exhibit B hereto, pertaining to the liens and security interests of the Lender in certain property of Borrower, (ii) such other termination statements, releases and other agreements as Borrower may reasonably request in connection with the Lender's release and termination of its liens and security interests in the property of Borrower and its Affiliates and (iii) the original Revolving Credit Note, marked cancelled, issued by Borrower in favor of Lender on June 30, 2000 for the face principal amount of \$3,000,000.

LASALLE BANK NATIONAL ASSOCIATION

By: Aimee W Daniels
Name: Aimee W Daniels
Title: SR Vice President

Agreed:
FASTWEB, INC.

By: _____
Name: _____
Title: _____

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Lender further agrees that all liabilities, obligations and indebtedness owing by Borrower to Lender have been satisfied in full and the liens and security interests of Lender in any and all of the property of Borrower and its Affiliates are hereby released and terminated. Lender will deliver to Borrower: (i) the executed releases and Uniform Commercial Code termination statements described on Exhibit B hereto, pertaining to the liens and security interests of the Lender in certain property of Borrower, (ii) such other termination statements, releases and other agreements as Borrower may reasonably request in connection with the Lender's release and termination of its liens and security interests in the property of Borrower and its Affiliates and (iii) the original Revolving Credit Note, marked cancelled, issued by Borrower in favor of Lender on June 30, 2000 for the face principal amount of \$3,000,000.

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Agreed:
FASTWEB, INC.

By: *Leon Heller*
Name: Leon Heller
Title: CHAIRMAN/CEO

EXHIBIT A

A. REGISTERED TRADEMARKS

1. FASTWEB	2,046,039
2. FINAID	2,094,921
3. FASTWEB.COM	2,210,603
4. E-SCHOLARSHIPS	2,209,512
5. FASTWORK	2,248,308
6. FASTWORK.COM	2,276,569
7. UNIVERSITY YELLOW PAGES	2,299,059
8. COLLEGE YELLOW PAGES	2,301,006
9. FAST.WEB	2,348,954

CANCELLED

B. TRADEMARK APPLICATIONS

1. FINAID	75-653,530
2. Applicant (FinAid Page, L.L.C.)	75-653,531
3. GOODYBAG	75-916,144

EXHIBIT B

<u>Debtor</u>	<u>Jurisdiction</u>	<u>File Number</u>	<u>File Date</u>
FastWeb, Inc.	IL Secretary of State	42478	8/1/00
FastWeb, Inc.	Cook County, IL	00007414	7/20/00
FastWeb, Inc.	DE Secretary of State	000079	7/20/00

RECEIVED
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