

07-21-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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



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

1. Name of conveying party(ies):
United Parcel Service General Services
Co.
55 Glenlake Parkway; Atlanta, GA 30328
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Comerxia, Inc.
Internal
Address: _____
1920 East Hallandale Beach
Street Address: Boulevard, Suite 901
City: Hallandale State: FL Zip: 33009

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Agr.

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

Execution Date: June 11, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76017755
78026916

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Flora W. Feng, Esq.

Internal Address: _____

Mintz Levin Cohn Ferris Glovsky
Street Address: and Popeo, P.C.

666 Third Avenue - 24th Floor

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Flora W. Feng
Name of Person Signing

Flora W. Feng
Signature

July 15, 2003
Date

07/16/2003 BRYNE 00000007 76017755

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002780 FRAME: 0381

**TERMINATION OF
GRANT OF SECURITY INTEREST - TRADEMARKS**

THIS TERMINATION AGREEMENT, dated as of June 11, 2003 (this "Termination Agreement"), relates to that certain **GRANT OF SECURITY INTEREST - TRADEMARKS**, dated as of April 16, 2002 (the "Grant"), by **COMERXIA, INC.** (formerly known as Douwantit.com, Inc.) (the "Company") in favor of **UNITED PARCEL SERVICE GENERAL SERVICES CO.**, a Delaware corporation ("UPS"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Grant.

W I T N E S S E T H:

WHEREAS, the Company plans to consummate a financing transaction pursuant to which it will issue shares of its Series A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock to certain investors (the "Financing Transaction");

WHEREAS, in conjunction with the Financing Transaction, UPS will convert the principal of outstanding promissory notes of the Company into shares of the Company's Series A -1 Preferred Stock and the interest thereon into shares of the Company's Common Stock in satisfaction of obligations pursuant to various agreements between the Company and UPS;

WHEREAS, the Financing Transaction will provide working capital to the Company, and it is a condition to the closing of the Financing Transaction that the Grant be formally terminated; and

WHEREAS, UPS and the Company desire to provide for the automatic termination of the Grant upon the closing of the Financing Transaction.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the documents relating to the Financing Transaction and this Termination Agreement, the parties hereby agree as follows:

**ARTICLE I
TERMINATION; FURTHER ASSURANCES**

1.1 *Termination.* The Grant shall terminate in its entirety and be of no further force or effect upon the first closing (the "Closing") of the transactions contemplated by the Series A Convertible Preferred Stock Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, by and among the Company, Syndicated Communications Venture Partners IV, L.P., UPS and such other investors as may become parties to the Purchase Agreement. The parties hereby acknowledge and agree that, as of the Closing, all obligations of the Company secured by the Grant will have been satisfied in full.

1.2 *Further Assurances.* UPS shall execute any and all further documents, instruments and agreements (including, without limitation, one or more UCC-3 termination statements) as may be reasonably requested by the Company in connection with the termination

of the Grant and the security interests created thereunder. The obligations of UPS under this Section 1.2 shall survive the termination of the Grant.

ARTICLE II. MISCELLANEOUS

2.01. Governing Law. The interpretation and construction of this Termination Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State.

2.02. Captions. The Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Termination Agreement.

2.03. Notices. Any notice or other communication required or permitted under this Termination Agreement shall be sufficiently given if delivered in person or sent by telecopier or by registered or certified mail, postage prepaid, addressed in accordance with the Notices provision contained in the Grant, or such other address or number as shall be furnished in writing by any such party, and such notice or communication shall be deemed to have been given upon automatic confirmation of receipt by the receiving machine if sent by telecopier, upon delivery if delivered in person, and upon mailing if mailed.

2.04. Parties in Interest. This Termination Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

2.05. Counterparts. This Termination Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

2.06. Entire Agreement. This Termination Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

2.07. Amendments. This Termination Agreement may not be changed orally, but only by an agreement in writing signed by UPS and the Company.

2.08. Severability. In case any provision in this Termination Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

[this space intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Termination Agreement as of the day and year first above written.

UPS:

UNITED PARCEL SERVICE GENERAL SERVICES CO.

By: VERN D. HIGBEE
Name: VERN D. HIGBEE
Title: VICE PRESIDENT

COMPANY:

COMERXIA, INC.
(formerly known as Douwantit.com, Inc.)

By: _____
Name:
Title:

NYC 264670v1

IN WITNESS WHEREOF the parties have executed this Termination Agreement as of the day and year first above written.

UPS:

UNITED PARCEL SERVICE GENERAL SERVICES CO.

By: _____

Name:

Title:

COMPANY:

COMERXIA, INC.
(formerly known as Douwanit.com, Inc.)

By:  _____

Name: **KENNETH LANDO**

Title: **CHIEF FINANCIAL OFFICER**

NYC 264670v1

Comerxia, Inc.**Compliance Certificate**

Dated as of this ____ day of June, 2003 and in accordance with and pursuant to the provisions of Section 5.6 of the Series A Convertible Preferred Stock Purchase Agreement, dated as of June ____, 2003 by and between Comerxia, Inc. (f/k/a DoUWantIt.com, Inc.), a Delaware corporation (the "Company"), and certain purchasers listed therein (the "Purchase Agreement"), the undersigned, in his capacity as Co-Chief Executive Officer, Vice President and Secretary of the Company hereby certifies as follows:

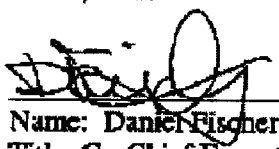
- A. Each representation and warranty contained in Section 3 of the Purchase Agreement is true on and as of the date hereof with the same effect as though such representation and warranty had been made on and as of the date hereof; and
- B. The Company has performed and complied with all agreements and conditions contained in the Purchase Agreement required to be performed or complied with by the Company prior to or at the Closing.

All capitalized terms used herein without definition shall have the meaning ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of June 2003.

COMERXIA, INC.

By: _____



Name: Daniel Fischer
Title: Co-Chief Executive Officer,
Vice President and Secretary