

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania		02/02/2004	state banking association: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Matcom International Corp.
Street Address:	5285 Shawnee Road
Internal Address:	Suite 400
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22312
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	73772229	MACA
Registration Number:	2077083	MACA
Registration Number:	2036170	TECHNOWARE

CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8122
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	512485.1205
NAME OF SUBMITTER:	Steven D. Thomas

OP \$90.00 73772229

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated this 2nd day of February, 2004, but effective for all purposes as of January ____, 2004, from **CITIZENS BANK OF PENNSYLVANIA**, successor-in-interest to Mellon Bank, N.A., as agent for the hereinafter defined Lenders (the "Secured Party"), with an office at 8521 Leesburg Pike, Suite 405, Vienna, Virginia 22182, to **MATCOM INTERNATIONAL CORP.**, a Delaware corporation, with its principal offices at 5285 Shawnee Road, Suite 400, Alexandria, Virginia 22312 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to that certain Business Loan and Security Agreement dated as of March 1, 1999 (as heretofore modified or amended, the "Security Agreement"), made by and among (i) Assignor, as a Borrower party thereto (and the other Borrower parties signatory thereto from time to time), (ii) the Secured Party and (iii) certain Lender parties signatory thereto from time to time (collectively, the "Lenders"), a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Lenders, in certain collateral, including some or all of the Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:

(a) all of Assignor's United States and foreign patents and patent applications (including without limitation the patents and patent applications, if any, identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application, if any, identified in Schedule I attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and

future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

(c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications, if any, identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement (including without limitation the licenses, if any, listed on Schedule I attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.


2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIZENS BANK OF PENNSYLVANIA,
SUCCESSOR-IN-INTEREST TO MELLON
BANK, N.A., as Agent

By: 
Name: Walter G. Witzel
Title: Vice President

Schedule I

INTELLECTUAL PROPERTY	REGISTRATION NUMBER (OR APPLICATION SERIAL NUMBER)	REGISTRATION (OR FILING DATE)
Trademark	2,036,170	08/28/96
Trademark	73/772229 (serial number)	12/29/88 (date application filed)
Service mark	2,077,083	07/08/97

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RECORDED: 03/09/2004

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