

TRADEMARK ASSIGNMENT

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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
American Capital Financial Services, Inc.		03/08/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Matcom International Corp.		
Street Address:	12012 Sunset Hills Road		
Internal Address:	Suite 800		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2077083	MACA	
Registration Number:	2036170	TECHNOWARE	
Serial Number:	76279849	MATCOM SAFESCHOOLS	
CORRESPONDENCE DATA			
Fax Number:	(919)286-8199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8028		
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:	Charles L. Evans		

OP \$90.00 2077083

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of March 8, 2004, from **AMERICAN CAPITAL FINANCIAL SERVICES, INC.** (the "Secured Party") with an office at 2 Bethesda Metro Center, 14th Floor, Bethesda, Maryland 20814, to **MATCOM INTERNATIONAL CORP.**, a Delaware corporation, with its principal offices at 12012 Sunset Hills Road, Suite 800, Reston, Virginia 20190 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement dated November 21, 2002, made by the Assignor (and the other parties signatory thereto) in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Assignor to the Secured Party in certain collateral, including the Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, the Security Interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on June 24, 2003 at Reel 2766 Frame 0106; and

WHEREAS, the Security Interest granted to the Secured Party was recorded at the United States Copyright Office on June 25, 2003 at Microfilm: V003500 P501; and

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

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 Collateral Agent 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 Collateral Agent 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.

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By: Darin Winn

Name: DARIN WINN

Title: SENIOR VICE PRESIDENT

STATE OF TEXAS)

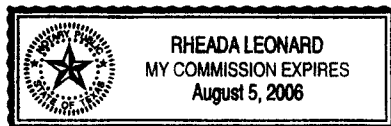
COUNTY OF DALLAS)

ss.:

On this 21 day of JANUARY, 2004, before me personally appeared DARIN WINN to me known who, being by me duly sworn, did depose and say that he/she is SENIOR VICE PRESIDENT of AMERICAN CAPITAL FINANCIAL SERVICES, INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted AMERICAN CAPITAL FINANCIAL SERVICES, INC.

Rheda Leonard
Notary Public

(Affix Seal Below)



Schedule I

U.S. Trademarks

Registered Marks

Mark	Registration No.	Reg. Date
MACA	2077083	7/8/97
TECHNOWARE	2036170	2/4/97

Pending Application

Mark	Application No.	Filing Date
MATCOM SAFESCHOOLS and Design	76279849	9/24/02

U.S. Copyright

Registered Copyright

Title	Registration No.	Reg. Date
Application security administrator	TX5401511	6/20/01