

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia, as Collateral Agent		02/20/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Epsilon Data Management, Inc.
Street Address:	601 Edgewater Drive
City:	Wakefield
State/Country:	MASSACHUSETTS
Postal Code:	01880
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2150323	EPSILON
Registration Number:	2145927	EPSILON
Serial Number:	75768882	EAS-E TRACKER

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
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Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1012
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of February 20, 2004, from The Bank of Nova Scotia, as Collateral Agent (the "Secured Party"), to Epsilon Data Management, Inc., a Delaware corporation (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement dated November 2, 2001, 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);

WHEREAS, the Security Interest was recorded with the U.S. Patent and Trademark Office on April 22, 2002 at Reel 002496 Frame 0242;

WHEREAS, the Security Interest was recorded with the U.S. Copyright Office on April 18, 2002 at Volume 3483 Page 301;

WHEREAS, the Secured Party now desires to terminate and release 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.

THE BANK OF NOVA SCOTIA, AS
COLLATERAL AGENT

By: N. Bell

Name: **N. BELL, SENIOR MANAGER**

Title: _____

STATE OF GEORGIA)
)
COUNTY OF CLAYTON)

ss.:

On this 20 day of FEBRUARY 2004, before me personally appeared N. BELL to me known who, being by me duly sworn, did depose and say that he/she is SENIOR MANAGER of THE BANK OF NOVA SCOTIA, AS COLLATERAL AGENT, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted THE BANK OF NOVA SCOTIA, AS COLLATERAL AGENT.

Demetria C. January
Notary Public
DEMETRIA C. JANUARY
Notary Public, Clayton County, Georgia
My Commission Expires December 4, 2004

(Affix Seal Below)

Schedule I

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
EPSILON and Design	2150323	4/14/98
EPSILON	2145927	3/24/98

Pending Application

Mark	Appl. Ser. No.	Filing Date
EAS-E TRACKER	75768882	8/5/99

U.S. Copyrights

Title	Registration No.	Reg. Date
Database marketing solutions for the financial services marketer/Clifford H. Blake	TXu314674	1/22/88
Strategy for the 80's: The Epsilon magic. It's in our hands.	TXu77833	7/13/81
S C A M P, strategic and creative account management planning/Sarah Shrewsbury, Michele Peys, Janet Lee...[et al.]	TX1980076	1/8/87
The Epsilon family of database products.	TX1881879	8/4/86
Elements of a subscriber marketing database.	TX1817406	1/7/86
Examples of marketing database elements.	TX1817405	1/7/86
Fund raising marketing database elements	TX1817404	1/7/86
The Donor pyramid: "Groman fund raising store."	TX1812168	5/5/86
Integrated pharmaceutical database.	TX1726054	1/7/86
Fifty ideas to enhance your direct mail fund raising program.	TX1726053	1/7/86
Full-service database marketing.	TX1726052	1/7/86
Full-service fund raising support.	TX1726051	1/7/86
Lakeside pharmaceuticals P R O S (Priority retail outlet selling) system: instructions on filling out the P R O S form.	TX1645152	8/26/85
The Online data entry program, data entry program and guidelines for data entry.	TX1235422	10/27/83
[The Standalone data entry program: data entry program and guidelines for data entry]	TX1220441	10/27/83
Operating the spinwriter.	TX1120993	12/15/82
The Order entry program.	TX1041037	12/15/82
Epsilon Online: the control is in your office.	TX933945	6/7/82
[The Epsilon 2649I intelligent office processor, a user's guide]	TX799104	11/2/81
The Epsilon on-line system: the inquiry program.	TX742479	6/22/81
[A User's guide].	TX720195	4/24/81

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Title	Registration No.	Reg. Date
The Epsilon 2649I intelligent office processor : a user's guide.	TX681732	4/24/81
The Epsilon 2649I intelligent office processor : a user's guide.	TX550973	9/19/80
The Memorial gifts program.	TX544160	9/19/80
The White mail processor	TX544159	9/19/80
Announcing the first comprehensive survey of the use of fund raising, communications, and the computer by Christian organizations.	TX488455	5/27/80
Memorial gifts program plan : how your organization benefits from an effective memorial gifts program.	TX488454	5/27/80
Epsilon 2649I intelligent office processor, part of your overall system solution.	TX420228	2/25/80
The Epsilon on-line system : the inquiry program.	TX351893	11/2/79
How Ripon College uses personalized direct mail.	TX351099	10/09/79
An Admission process model for colleges and universities / prepared as an service by Epsilon Data Management, Inc.	TX349147	10/11/79
Five management reports for the not-for-profit executive.	TX325175	8/6/79
The Epsilon on-line system : a self study guide to the terminal.	TX255497	5/21/79
Client profile : how advanced segmentation techniques helped Morgan Memorial Goodwill increase net income.	TX212300	3/15/79
Fifty ideas to enhance your direct mail fund raising program.	TX212299	3/15/79
How your hospital can use direct mail to launch a major donor club.	TX151567	11/24/78
S R S : Student recruitment survey.	TX149574	11/22/78
The Use of linear programming to maximize the return on your direct mail program : an enrollment model / [Gene M. Henderson].	TX131130	10/12/78
Epsilon : a user's guide.	TX76359	7/10/78
Donors & dollars : investing in direct mail fund raising.	TX20487	3/24/78
Program profile : direct mail in college admissions.	TX1481	1/3/78
Epsilon marketing letter/ [executive editor, Robert J. Drummond...[et al.]]. -- Vol. 1, no. 1-SERIAL: 1 work(s).	TX1278415	2/23/84
Epsilon marketing letter/ [executive editor, Robert J. Drummond...et al.]. -- Vol. 1, no. 1-SERIAL: 1 work(s)	TX1221020	10/26/83
Epsilon marketing letter.--Vol. 1, no. 1-SERIAL: 1 work(s)	TX1119098	5/9/83
Epsilon marketing letter.--Vol. L, no. 1-SERIAL: 1 work(s)	TX1023412	11/18/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 1 work(s)	TX1265710	11/7/83
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 3 work(s); v.7, no.4, Feb83	TX1092539	3/11/83
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 3 work(s); v.7, no.5	TX1119097	5/9/83
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 3 work(s); v.7, no.6	TX1137139	6/24/83
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 2 work(s); v.7, no.2, Jul-Aug82	TX933502	7/19/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 2 work(s); v.7, no.3, Special double issue on fund raising	TX1031518	11/18/82

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Title	Registration No.	Reg. Date
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 4 work(s); v.6, no.5, Dec81	TX862586	2/3/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 4 work(s); v.7,no.1,Feb82	TX867842	3/17/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 4 work(s); v.7,no. Feb82. Special issue	TX851917	2/22/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Melvyn S. Berger, Hugh Kelleher]. SERIAL: 4 work(s); v.7,no. Feb82. Special issue	TX867841	3/17/82
The Epsilon letter/ [executive editor, John E. Groman, co-editors, Ashleigh P. Groce, Hugh Kelleher]. SERIAL: 2 work(s); v.6,no.3, Aug81. Special issue	TX792628	10/29/81
The Epsilon letter/ [executive editor, John E. Groman, c-editors, Ashleigh P. Groce, Hugh Kelleher]. SERIAL: 2 work(s); v.6, no.4, Sep-oct81	TX792629	10/29/81
A survey of public television station membership development and fund raising practices. -- Vol. 1, no. 1-SERIAL: 1 work(s)	TX113413	9/27/78
The Epsilon letter.. SERIAL: 5 work(s); v.5,no.2, Jul-Aug80. (C.O. corres.)	TX687178	10/17/80
The Epsilon letter.. SERIAL: 5 work(s); v.5,no.3, Sep-Oct80	TX615759	1/5/81
The Epsilon letter.. SERIAL: 5 work(s); v.5,no.4, Nov-Dec80	TX615760	1/5/81
The Epsilon letter.. SERIAL: 5 work(s); v.6,no.1, Jan-Feb81. Issue ti.: How to raise \$1.6 million in 20 days!—Special issue	TX663492	3/16/81
The Epsilon letter.. SERIAL: 5 work(s); v.6,no.2, May-Jun81	TX709874	6/12/81
The Epsilon letter.. SERIAL: 3 work(s); v.4,no.4, Nov-Dec79	TX392863	12/26/79
The Epsilon letter.. SERIAL: 3 work(s); v.4,no.5, Jan-Feb80	TX420229	2/25/80
The Epsilon letter.. SERIAL: 3 work(s); v.4, no.6, Mar-Apr80	TX489935	5/27/80
The Epsilon letter.. SERIAL: 3 work(s); v.4,no.1, 18Apr79	TX305848	8/15/79
The Epsilon letter.. SERIAL: 3 work(s); v.4,no.2, Jul79	TX298342	8/6/79
The Epsilon letter.. SERIAL: 3 work(s); v.4,no.3, Sep-Oct79	TX349148	10/11/79
The Epsilon letter.. SERIAL: 4 work(s); v.3,no.3, May-Jun78	TX176055	5/23/78
The Epsilon letter.. SERIAL: 4 work(s); v.4,no. Jan79. Religious broadcasters ed.—special ed	TX227421	1/29/79
The Epsilon letter.. SERIAL: 4 work(s); v.4,no.1, Mar79	TX212298	3/15/79
The Epsilon letter.. SERIAL: 4 work(s); v.4,no. Mar79. Index and order form	TX240939	4/9/79
The Epsilon letter.. SERIAL: 1 work(s)	TX141827	11/14/78
The Epsilon letter.. SERIAL: 4 work(s); v.1,no.1,22Jan78. Religious broadcasters ed	TX5280	2/3/78
The Epsilon letter.. SERIAL: 4 work(s); v.3,no.1, Jan-Feb78	TX7814	2/21/78
The Epsilon letter.. SERIAL: 4 work(s); v.3,no.2, Mar-Apr78	TX51578	4/3/78
The Epsilon letter.. SERIAL: 4 work(s); v.3,no. May78. Fraternity & Sorority ed	TX40803	5/1/78

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