

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Comerica Bank (as successor to Imperial Bank)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (State-)
 Other (Michigan banking corporation)

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

2. Name and Address of receiving party(ies)

Name: CenterForce Technologies, Inc.

Address: 4330 East West Highway, Suite 425
Bethesda, MD 20814

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (Delaware)
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other - Release of Security Interest

Execution Date: April 21, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Attached Schedule

Additional numbers attached? Yes No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4727, Facsimile (212) 446-490

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115

Enclosed
 Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

(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.

Hayley M. Smith Hayley M. Smith 4-28-04
Name of Person Signing Signature Date

CH \$115.00 111098 2243560

SCHEDULE TO RECORDATION COVER SHEET

COUNTRY	MARK	REG. NO.	REG. DATE
U.S.	CENTERFORCE OPTIMIZER	2243560	05/04/99
U.S.	MAKE CONTACT	2326106	03/07/00
U.S.	CENTERFORCE TECHNOLOGIES	2239613	04/13/99
U.S.	CENTERFORCE TECHNOLOGIES	2239612	04/13/99

Apr 21 04 05:02p

Comerica Bank

(804) 864-5163

P. 2

RELEASE OF INTELLECTUAL PROPERTY SECURITY

THIS RELEASE OF INTELLECTUAL PROPERTY (this "Release") is made as of the 21st day of April 2004. ("Effective Date") by and between CenterForce Technologies, Inc. a corporation organized under the laws of Delaware, with a principal office at 4330 East West Highway, Suite 425, Bethesda, Maryland 20814 ("Grantor"), and Comerica Bank (successor by merger to Comerica Bank-California, successor by merger to Imperial Bank), a Michigan banking corporation, with its principal office at 226 Airport Parkway, San Jose, California 95510 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Grantor and Grantee dated November 5, 1998 (the "Security Agreement"), Grantor granted to Grantee a continuing security interest and mortgage in and to (i) all Trademarks, as defined under Section 1(e) of the Security Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto together with the goodwill associated therewith; (ii) all Patents, as defined under Section 1(d) of the Security Agreement, including, without limitation, the patents set forth on Schedule B attached hereto, (iii) all Copyrights, as defined under Section 1(a) of the Security Agreement, including, without limitation, the copyright registrations set forth on Schedule C attached hereto; and (iv) all other trade secrets, intellectual property rights in computer software, design rights, claims for damages, licenses, amendments, renewals, extensions, proceeds, and all other rights pursuant to Sections 1(b), (c), (f), (g), (h), and (i) of the Security Agreement (collectively, "Other Intellectual Property Rights");

WHEREAS, Grantor and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Starter Kit Loan and Security Agreement dated as of November 5, 1998 (the "Loan Agreement");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on January 28, 1999 at Reel/Frame 1845/0687; on January 29, 1998 at Reel/Frame 9731/0720; and on July 14, 2000 at Reel/Frame 2100/0613 on ;

WHEREAS, the Security Agreement was recorded with the U.S. Copyright Office on July 6, 1999 at Volume 3438, Page 78 and on April 7, 2000 at Volume 3451, Page 256.

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement and the Loan Agreement and hereby terminates, cancels, releases any and all security interests it has against the Trademarks, Patents, Copyrights and Other Intellectual Property Rights.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks, Patents, Copyrights and Other Intellectual

Apr 21 04 05:02p

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(804) 864-5169

p. 3

Property Rights; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, patent, copyright or registration of an application to register the foregoing, other than those of the foregoing set forth on Schedules A, B and C (attached hereto), in any jurisdiction throughout the world;

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

COMERICA BANK

Name: [Signature]

Title: Vice President - Western Division

STATE OF VA)
) SS.
COUNTY OF Richmond)
City

On this 21 day of April, there appeared before me Charles R. Bowman personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Comerica Bank

[Signature]
Notary Public



SCHEDULE A**TRADEMARKS**

COUNTRY	MARK	STATUS	REG. NO.	REG. DATE	OWNER
U.S.	CENTERFORCE OPTIMIZER	Registered	2243560	05/04/99	Centerforce Technologies, Inc.
U.S.	MAKE CONTACT	Registered	2326106	03/07/00	Centerforce Technologies, Inc.
U.S.	CENTERFORCE TECHNOLOGIES	Registered	2239613	04/13/99	Centerforce Technologies, Inc.
U.S.	CENTERFORCE TECHNOLOGIES	Registered	2239612	04/13/99	Centerforce Technologies, Inc.
U.S.	MERIT BASED SCHEDULING	Pending	78214866	08/14/03	Centerforce Technologies, Inc.
Canada	CENTERFORCE TECHNOLOGIES	Registered	TMA531433	08/18/00	Centerforce Technologies, Inc.
U.K.	CENTERFORCE TECHNOLOGIES	Registered	2153427	09/25/98	Centerforce Technologies, Inc.

SCHEDULE B**PATENTS**

TITLE	PATENT NO.	PATENT DATE	OWNER
Method and system for optimization of telephone contract campaigns	5621790	04/15/97	Centerforce Technologies, Inc. Related filings include: Australia, App. No. 9511764 Canada, No. 2176816 EPO No. 95902527 PCT No. 94US13027
Method and system for optimization of telephone contact campaigns	5436965	07/25/95	Centerforce Technologies, Inc.
Method and system for optimization of telephone contact campaigns.	5889799	03/30/99	Centerforce Technologies, Inc.

Apr 21 04 05:02p

Comerica Bank

(804) 864-5163

p. 7

SCHEDULE C**COPYRIGHTS**

<u>TITLE</u>	<u>REG. NO</u>	<u>REG. DATE</u>	<u>OWNER</u>
Centerforce Analyzer	TX5143878	02/18/00	Centerforce Technologies, Inc.
Centerforce Optimizer	TXa714705	06/29/99	Centerforce Technologies, Inc.