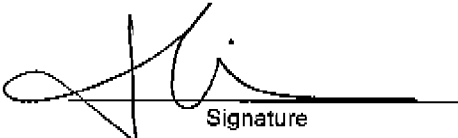


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b>  ANATARES CAPITAL CORPORATION, as Agent  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>SMARTMAIL, LLC</u> Internal Address: <u>Suite 200</u>  Street Address: <u>1500 Southpoint Drive</u> City: <u>Forest Park</u> State: <u>GA</u> Zip: <u>30297</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release and Reassignment</u>  Execution Date: <u>5/28/2004</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>78/093383</u> B. Trademark Registration No.(s) <u>2534185; 2584928; 2137266; 2276383; 2149161; 2135817</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Jessica L. Rothstein</u>  Internal Address: <u>Goodwin Procter LLP</u>    Street Address: <u>599 Lexington Avenue</u>   City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">7</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>190</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>06-0923</u>	
DO NOT USE THIS SPACE		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Jessica L. Rothstein</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>5/28/04</u>            Date         </div> </div> <div style="text-align: center; margin-top: 5px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span> </div>		

CH \$190.00 060923 78093383

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

**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May \_\_, 2004, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Smartmail, LLC, a Delaware limited liability company ("Smartmail") were parties to that certain Trademark Security Agreement dated as of June 16, 2003 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Smartmail granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement), including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent & Trademark Office on July 31, 2003 at Reel/Frame 002790/0608; and

WHEREAS, Smartmail has requested that Agent release its security interest in the Trademarks and reassign the same to Smartmail.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Smartmail's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Smartmail against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with

respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Smartmail, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks, and the goodwill of Smartmail's business connected with the use of and symbolized by the Trademarks.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
as Agent

By: 

Name: DAVID M. BRACKETT

Title: MANAGING DIRECTOR

## Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
1. AIR ENHANCED	2534185	04/09/01
2. DROP SHIP EXPRESS	2584928	03/01/01
3. SMARTMAIL SERVICES	2137266	02/24/97
4 ADDRESSID	2276383	03/19/97
5 FLATTRACK	2149161	02/24/97
6 WE DON'T PROCESS THE MAIL ... WE MANAGE YOUR COMMUNICATIONS ... ONE PIECE AT A TIME	2135817	02/24/97

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE FILED</u>
1. SMARTMAIL <sup>1</sup>	78093383 (PENDING)	11/14/01

<sup>1</sup> This trademark covers the use of "SMARTMAIL" with respect to "mail sorting, handling and receiving."

As part of a settlement with Fullpower Technologies, Inc. ("Fullpower"), Fullpower assigned its trademark application for "SMARTMAIL," with respect to e-mail usage, to Borrower. It is an intent-to-use registration, and therefore is still officially registered in Fullpower's name. It can be officially assigned to Borrower only after Borrower begins using the trademark.

\* This trademark application is pending in each of the listed jurisdiction.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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N/A