

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Nunc Pro Tunc Assignment and Release of Security Interest |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| eOne Global, LP | | 04/01/2004 | LIMITED PARTNERSHIP: DELAWARE |

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| RECEIVING PARTY DATA | |
| Name: | Velosant, LP |
| Street Address: | 5 PPG Place |
| Internal Address: | 2nd Floor |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15222 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

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|---------------------------|---------|-----------------|
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2534669 | BILLINGZONE |
| Registration Number: | 2520917 | BILLINGZONE.COM |
| Registration Number: | 2747854 | BILLINGZONE.COM |

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| CORRESPONDENCE DATA | |
| Fax Number: | (202)637-3593 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 202-383-0418 |
| Email: | rlaforte@sablaw.com |
| Correspondent Name: | Rene M. LaForte |
| Address Line 1: | 1275 Pennsylvania Ave., NW |
| Address Line 4: | Washinton, DISTRICT OF COLUMBIA 20004 |

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| ATTORNEY DOCKET NUMBER: | 34250-0572 |
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| NAME OF SUBMITTER: | Rene M. LaForte |
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Total Attachments: 3
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NUNC PRO TUNC ASSIGNMENT AND
RELEASE OF SECURITY INTEREST

This *Nunc Pro Tunc* Assignment and Release of Security Interest (“Assignment and Release”) is made and entered into as of April 1, 2004 (“Effective Date”), by and between eONE Global, LP, a Delaware limited partnership with its chief executive office located at 851 Napa Valley Corporate Way, Napa, California 94558 (“eONE Global”) and Velosant, L.P., a Delaware limited partnership, with its principal place of business at 5 PPG Place, 2nd Floor, Pittsburgh, Pennsylvania 15222 (“Borrower”).

RECITALS

WHEREAS Borrower (through its predecessor, BillingZone, LLC) entered into a certain Loan Agreement (and Rider) with PNC Bank, N.A., having a place of business at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 (“PNC Bank”) on February 27, 2002 (collectively the “Loan Agreement”), that included a Trademark Assignment / Security Agreement, pursuant to which PNC Bank, N.A. extended credit to the Borrower (the “Loan”) and the Borrower granted to PNC Bank a lien and security interest in and collateral assignment of, in the event of default, the right, title, and interest in and to certain trademarks and service marks, together with all the goodwill and other intangible assets associated with and represented by the trademarks and service marks, and applications for and registrations thereof, and right to sue for past, present, and future infringements and proceeds thereof (the “Trademark Collateral”), as listed in Exhibit A attached hereto;

WHEREAS PNC Bank transferred all of its right, title and interest in and to the Loan and Loan Agreement to eONE Global on December 18, 2002 pursuant to an agreement entitled “Assignment of Loan Documents”;

WHEREAS pursuant to the agreement entitled “Assignment of Loan Documents”, eONE Global assumed from PNC Bank all of PNC Bank, N.A.’s right, title, and interest in and to the Loan and Loan Agreement, and all other rights and obligations appurtenant to the Loan and Loan Agreement;

WHEREAS the Borrower satisfied in full its obligations under the Loan and Loan Agreement and requested that the eONE Global release its security interest in and to the Trademark Collateral and assign any and all remaining rights and obligations under the Loan Agreement, including but not limited to the Assignment dated February 27, 2002, to Borrower;

WHEREAS eONE Global agreed to release its security interest in and to the Trademark Collateral and assign any and all remaining rights and obligations under the Loan Agreement, including but not limited to the Assignment dated February 27, 2002, to Borrower;

WHEREAS, both eONE Global and Borrower desire to set forth the aforementioned release and assignment in writing as set forth below;


NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, eONE Global releases its security interest in and to all of the Trademark Collateral and assigns to Borrower any and all remaining rights and obligations under the Loan Agreement, including but not limited to the Trademark Assignment dated February 27, 2002.

This Assignment and Release constitutes the entire contract between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, eONE Global has caused this Assignment and Release to be executed as of the Effective Date.

eONE Global, LP


By: eONE Global General Partner II, LLC
Its General Partner



Name: Michael F. Rodin
Title: Secretary

EXHIBIT A

TRADEMARK COLLATERAL

| <u>MARK</u> | <u>REG NO.</u> | <u>COUNTRY</u> |
|---|-----------------------|-----------------------|
| BILLINGZONE | Reg. No. 584,078 | Canada |
| BILLINGZONE.COM | Reg. No. 584,044 | Canada |
| BILLINGZONE | Reg. No. 2,534,669 | United States |
| BILLINGZONE.COM | Reg. No. 2,520,917 | United States |
|  | | |
| | Reg. No. 2,747,854 | United States |
| BILLINGZONE | Reg. No. 497,458 | Switzerland |
| BILLINGZONE.COM | Reg. No. 497,457 | Switzerland |
| BILLINGZONE | Reg. No. 1,607,779 | E.C. |
| BILLINGZONE.COM | Reg. No. 1,606,656 | E.C. |