

1-2801

01-06-2004



To the Honorable Commissioner of Patent:

Send original documents or copy thereof.

1. Name of conveying party(ies): 102638751

FLEET NATIONAL BANK

Individual(s) Association  
 General Partnership Limited Partnership  
 Corporation  
 Other: a National Banking Association

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

Address of receiving party(ies):

DATADIRECT TECHNOLOGIES  
 9420 Key West Avenue  
 Rockville, MD 20850

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

3. Nature of conveyance:

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

Execution Date: December 23, 2003

Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other: Cayman Islands Company

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

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

A. Trademark Application No.(s)  
75/468,012

B. Trademark Registration No.(s)

2,000,319 2,320,2  
 1,569,450

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Additional numbers attached? Yes  No

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

Name: Alexander J. Aber, Esq.  
 Internal Address: Foley Hoag LLP

Street Address: 155 Seaport Boulevard

City: Boston State: MA ZIP: 02210-2600

6. Total number of applications and registrations involved: .....4

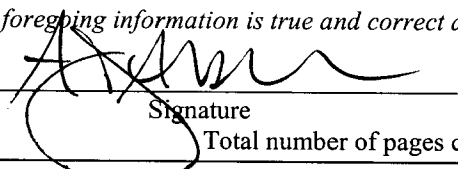
7. Total fee (37 CFR 3.41):.....\$115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-1446

(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.*

Alexander J. Aber, Esq.  
 Name of Person Signing  Signature

December 29, 2003  
 Date

01/06/2004 LHWELLER 00000014 061446 75468012 Total number of pages comprising cover sheet: .....1

01 FC:8521 40.00 DA  
 02 FC:8522 75.00 DA

**TERMINATION AND RELEASE**  
**OF**  
**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of December 23, 2003, by **FLEET NATIONAL BANK**, a national banking association, as administrative agent (hereinafter, in such capacity, the "**Administrative Agent**"), for itself and such other lending institutions (hereinafter, collectively, the "**Lenders**") which are parties to a Revolving Credit and Term Loan Agreement dated as of November 8, 2001 (as amended and in effect from time to time, the "**Credit Agreement**"), among DataDirect Technologies Limited (the "**Foreign Borrower**"), a private company limited by shares organized under the laws of Ireland, DataDirect Technologies, Inc., a Delaware corporation (the "**Domestic Borrower**", and collectively with the Foreign Borrower, the "**Borrowers**"), DataDirect Technologies Holdings, a company incorporated in the Cayman Islands with limited liability, (the "**Parent**"), the Lenders and the Administrative Agent.

**WHEREAS**, in connection with the Credit Agreement, DataDirect Technologies (the "**Grantor**") and the Administrative Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of November 8, 2001 (the "**Trademark Agreement**"), which Trademark Agreement was recorded November 15, 2001 with the United States Patent and Trademark Office at Reel 2403, Frame 0360 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

**WHEREAS**, pursuant to the Trademark Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in, and granted, assigned and conveyed to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, by way of collateral security, the Grantor's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

**WHEREAS**, the Administrative Agent has agreed to execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Pledged Trademarks and to terminate and release the Trademark Agreement and assign and transfer to the Grantor its right, title and interest in the Pledged Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates and releases the Trademark Agreement terminates and releases its continuing security interest in and first priority lien on the Pledged Trademarks and assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to the



**SCHEDULE A**

**Trademarks and Trademark Registrations**

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office		<u>Renewal Date</u>
	<u>Registration No.</u>	<u>Registration Date</u>	
DATADIRECT (stylized)	2000319	September 10, 1996	September 10, 2006
SEQUELINK	1569450	December 5, 1989	December 5, 2009
DATADIRECT	2320210	February 22, 2000	February 22, 2010
CONNECT OLE DB			

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
DATADIRECT	75/468012	April 14, 1998
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