

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campus Direct, LLC		07/16/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Student Advantage, Inc.
Street Address:	280 Summer Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1899132	CAMPUS DIRECT
Registration Number:	2126772	
Registration Number:	2320360	TRANSCRIPT EXPRESS

CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6100
Email:	boxip@hhlaw.com
Correspondent Name:	Timothy J. Lyden
Address Line 1:	8300 Greensboro Drive, Suite 1100
Address Line 2:	Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	87411.01
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NAME OF SUBMITTER:	Timothy J. Lyden
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Total Attachments: 3	TRADEMARK
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**IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE**

RELEASE OF SECURITY INTEREST

WHEREAS, on March 31, 2003 **CAMPUS DIRECT, LLC**, a Delaware limited liability company, with offices at One Plymouth Meeting, Suite 640, Plymouth Meeting, PA 19642 ("**Assignee**"), granted a security interest in the Intellectual Property Collateral, including those federal trademark and service mark applications and registrations shown on the attached Schedule A (collectively the "**Marks**") to **STUDENT ADVANTAGE, INC.**, a Delaware corporation, with offices at 280 Summer Street, Boston, MA 02210 ("**Secured Party**"), under that certain Option Agreement, dated as of December 31, 2001, as amended, by and among the Secured Party, Voice FX, LLC, and others, which security agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 2735/0027 on May 15, 2003.

WHEREAS, the Secured Party desires to release its rights as a mortgagee, pledgee, and secured party in connection with the Intellectual Property Collateral and the Marks under the aforementioned security agreement, and Assignee desires to accept the release of the security interest and lien on the Intellectual Property Collateral and the Marks.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, the Secured Party hereby releases the mortgage, pledge, and security interest in and to the Intellectual Property Collateral and the Marks and releases all other rights it may have under said security agreement with respect to the Intellectual Property Collateral and the Marks, in each case without any recourse, warranty or representation whatsoever.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed as of July 16, 2004.

STUDENT ADVANTAGE, INC.

By: _____

Name: RAYMOND V SOZZI

Title: PRESIDENT

SCHEDULE A
U.S. MARKS

Mark	Reg. No.	Reg. Date	Owner of Record
CAMPUS DIRECT (& Design)	1899132	6/13/1995	Campus Direct, LLC
Miscellaneous Design	2126772	1/6/1998	Campus Direct, LLC
TRANSCRIPT EXPRESS	2320360	2/22/2000	Campus Direct, LLC