

Form PTO-1594 (rev 3/1) **RECORDATION FORM COVER SHEET** U. S. Department of Commerce
TRADEMARKS ONLY Patent and Trademark Office

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

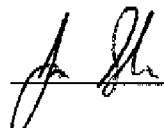
<p>1. Name of conveying party(ies):</p> <p>Petra Mezzanine Fund, L.P. 172 Second Avenue North, Suite 112 Mashville, TN 37201</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other Delaware Limited Partnership Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Storecast Merchandising Corporation 301 Lindenwood Drive, Suite 380 Malvern, PA 19355</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation – New Jersey <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Release of Lien in Trademarks</p> <p>Execution Date: July 9, 2004</p>	

<p>4. Application number(s) or registration number(s):</p> <table> <tr> <td data-bbox="146 1008 828 1197">A. Trademark Application No(s).</td> <td data-bbox="828 1008 1494 1197">B. Trademark Registration No(s).</td> </tr> <tr> <td></td> <td>426987 817146</td> </tr> <tr> <td></td> <td>985659 1908727</td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Trademark Application No(s).	B. Trademark Registration No(s).		426987 817146		985659 1908727
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Jonathan Seiden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: <u>4</u></p>
	<p>7. Total fee (37 CFR 3.41) \$125</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 048870/26) Authorized User: Michael McGuire</p>
	<p>8. Deposit Account No. 19-2385</p>

DO NOT USE THIS SPACE

9. Signature.

<u>Jonathan Seiden</u> Name	 Signature	<u>August 3, 2004</u> Date
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Total number of pages including cover sheet, attachments, and document: 4

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RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS ("Release") is given as of this 9th day of July, 2004, by PETRA MEZZANINE FUND, L.P., a Delaware limited partnership ("Assignor") located at 172 Second Ave., North, Suite 112, Nashville, Tennessee 37201 in favor of STORECAST MERCHANDISING CORPORATION, a New Jersey corporation ("Assignee") located at Oaklands Corporate Center, 440 Creamery Way, Suite B, Exton, Pennsylvania 19341. Capitalized terms not defined in this Release have the meanings set forth for such terms in the Security Agreement (as defined below) or the Notice of Security (as defined below).

WHEREAS, pursuant to a Security Agreement, dated June 30, 2000, between Assignee and Assignor (the "Security Agreement"), Assignee granted to Assignor a security interest in and general lien upon all of Assignee's right, title and interest in and to all the Collateral (including the IP Collateral), which included, among other things, all of Assignee's now owned or existing or hereafter acquired or arising: trademarks, service marks, trademark or service mark applications, whether the foregoing are domestic (state or federal) or foreign, including without limitation, each mark, registration, and application listed on Schedule A (the "Trademarks"), and (A) renewals thereof, (B) all income, royalties, damages and payments hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all rights corresponding thereto through the world, (E) the Trademark License Rights (as defined below), (F) trade dress, (G) all customer and other lists related to any of the foregoing, (H) together in each case with the goodwill of Assignee's business connected with the use of, and symbolized by any of the foregoing and (I) Assignee's entire, right, title and interest in, to and under all license agreements with any person or entity, whether Assignee is licensor or licensee under any such license agreement (the "Trademark License Rights," and together with all other interests described herein, the "Trademark Collateral"), as security for the due and punctual payment and full and complete performance of each of the Liabilities.

WHEREAS, pursuant to a Notice of Security Agreement, dated June 30, 2000 between Assignee and Assignor (the "Notice of Security"), Assignee pledged, granted, and collaterally assigned to Assignor a security interest and lien in and to all rights, title and interest in and to the IP Collateral (which included the Trademark Collateral) together with all other related claims and rights, including but not limited to associated goodwill, for timely payment and performance of the Liabilities, and pursuant to the Notice of Security, Assignee gave notice of such security interest and the existence of the Security Agreement.

WHEREAS, the Notice of Security was recorded in the United States Patent and Trademark Office on August 14, 2000 at Reel/Frame 2133/0584.

WHEREAS, Assignee has paid and fully completed performance of each of the Liabilities, and Assignor has agreed to release its security interest in the Collateral (including the IP Collateral) and revert Assignee with full title to the IP Collateral, including the Trademarks set forth on Schedule A.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in the IP Collateral (including the Trademarks set forth on Schedule A) to Assignee and reverts the Assignee with full right, title, and interest to the IP Collateral.

IN WITNESS WHEREOF, Assignor has caused this Release to be executed by its duly authorized officer as of the date above first written.

ASSIGNOR

PETRA MEZZANINE FUND, L.P.

By: Michael W. Blackburn
Name: Michael W. Blackburn
Title: managing member

SCHEDULE A TO RELEASE OF LIEN IN TRADEMARKS

<u>Mark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>
STORECASTING	426,987	01/21/1947
STORECAST	817,146	10/18/1966
STORECASTING	985,659	06/04/1974
SMC	1,908,727	08/01/1995