

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

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

1. Name of conveying party(ies):
Capital Templefunds, Inc.
One Brixham Green
15800 John J. Delaney Drive
Charlotte, NC 28277-2843

Individual(s) Association
 General Partnership Limited Partnership
 Corporation – **North Carolina**
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Storecast Merchandising Corporation
301 Lindenwood Drive, Suite 380
Malvern, PA 19355

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation – **New Jersey**
 Other
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: **Release of Lien in Trademarks**

Execution Date: **July 12, 2004**

4. Application number(s) or registration number(s):
 A. Trademark Application No(s).

B. Trademark Registration No(s).
426987 817146
985659 1908727

Additional numbers attached? Yes No

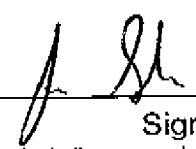
5. Name and address of party to whom correspondence concerning document should be mailed:
Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 4

7. Total fee (37 CFR 3.41) **\$125**
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 048870/26)
Authorized User: Michael McGuire

8. Deposit Account No. 19-2385

DO NOT USE THIS SPACE

9. Signature.
Jonathan Seiden  August 3, 2004
 Name Signature Date

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 30th day of ~~June~~ ^{July} 2004, by CAPITAL TEMPFUNDS, INC., a North Carolina corporation ("Assignor") located at One Brixham Green, 15800 John J. Delaney Drive, Suite 300, Charlotte, NC 28277-2843 in favor of STORECAST MERCHANDISING CORPORATION, a New Jersey corporation ("Assignee") located at 301 Lindenwood Drive, Suite 380, Malvern, PA. Capitalized terms not defined in this Release have the meanings set forth for such terms in the Loan and Security Agreement (as defined below) or the Trademarks Collateral Assignment (as defined below).

WHEREAS, pursuant to a Loan and Security Agreement, dated October 7, 2003, between Assignee and Assignor (the "Security Agreement"), Assignee granted to Assignor a continuing security interest in all presently existing and hereafter acquired or arising Collateral (including the Trademark Collateral (as defined below)), in order to secure prompt performance by Assignee of each and all of its covenants and obligations under the Security Agreement and otherwise created.

WHEREAS, pursuant to a Trademarks Collateral Assignment, dated October 7, 2003 between Assignee and Assignor (the "Trademarks Collateral Assignment"), Assignee collaterally assigned to Assignor, its successors and assigns, as additional security for the repayment of the Obligations, its entire right, title and interest in and to trademarks, including but not limited to each trademark registration and trademark application referred to in Schedule A (the "Trademarks"), including, without limitation, the good will of the business to which each of the Trademarks relates, all proceeds of the Trademarks (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past present and future infringements, all rights corresponding thereto through the world, and all re-issues, divisions, continuation, renewals, extensions and continuations-in-part thereof (collectively, the "Trademark Collateral"), to secure the complete and timely satisfaction of all of the Obligations of Assignee to Assignor under the Security Agreement.

WHEREAS, the Trademarks Collateral Assignment was recorded in the United States Patent and Trademark Office on October 22, 2003 at Reel/Frame 2848/0591.

WHEREAS, Assignee has paid in full and satisfied the Obligations and the Loan and Security Agreement has terminated pursuant to its express terms, and Assignor has agreed to release its security interest in the Trademark Collateral and revert Assignee with full title to the Trademark 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 entire right, title and interest in the Trademark Collateral to Assignee and reverts Assignee with full right, title, and interest to the Trademark 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

CAPITAL TEMPFUNDS, INC.

By: *Stephane J. Jankowski*
to CAPITAL TEMPFUNDS, INC., AS SERVICING AGENT

By:

Name: STEPHANE J. JANKOWSKI
Title: VICE PRESIDENT

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