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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

Banque Indosuez

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest  
Affidavit

Execution Date: March 10, 2004

## 2. Name and address of receiving party(ies)

Name: Xpedite Systems, Inc.

Internal

Address: 3399 Peachtree Road, NE

Street Address: \_\_\_\_\_

City: Atlanta State: GA Zip: 30326

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,926,842

Additional number(s) attached ☐ Yes ☒ No

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

Name: Alston & Bird LLPInternal Address: Jay E. SlomanStreet Address: 1201 W. Peachtree StreetCity: Atlanta State: GA Zip: 30309

## 6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(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.

Jay E. Sloman

Name of Person Signing

Signature

3/12/04

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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TRADEMARK  
 REEL: 002932 FRAME: 0049

## Security Release Affidavit

I, L. Scott Askins, of 3399 Peachtree Road, N.E., Suite 700, Atlanta, Georgia 30326, make oath and say as follows:

1. I am Senior Vice President – Legal and Secretary for Xpedite Systems, Inc. (“Xpedite”). Based on my day-to-day duties and responsibilities in my position, I have access to Xpedite’s business records. The facts and statements contained in this Affidavit are drawn from the books and records of Xpedite to which I have full access or from my own knowledge and experience and are true. I am duly authorized by Xpedite to make this Affidavit.
2. On or about November 20, 1995, Xpedite executed a Trademark Security Agreement in favor of Banque Indosuez, as agent for certain lenders (“Banque Indosuez”) pursuant to which Xpedite granted to Banque Indosuez a first priority security interest in and to U.S. Trademark Reg. No. 1,926,842 for the mark XPEDITE.
3. The Trademark Security Agreement was filed with the United States Patent and Trademark Office on December 6, 1995 and recorded at Reel 1429 Frame 0765.
4. In conjunction with the execution of the Trademark Security Agreement, Xpedite also executed in escrow a Trademark Assignment, pursuant to which Banque Indosuez was to become the assignee of the XPEDITE mark in the event of an Event of Default (as that term is defined in the Credit Agreement, which term is further defined in the Trademark Security Agreement).
5. On December 6, 1995, Banque Indosuez erroneously filed the Trademark Assignment with the United States Patent and Trademark Office which was recorded at Reel 1429 Frame 0793. The filing was erroneous because there was no Event of Default under the Credit Agreement that would empower Banque Indosuez to make such filing.
6. Xpedite has fulfilled its obligations under the Credit Agreement and the Trademark Security Agreement. The security interest granted to Banque Indosuez pursuant to the Trademark Security Agreement was released and Banque Indosuez’s rights under the Trademark Security Agreement were terminated on or about December 17, 1997 in conjunction with Xpedite’s fulfillment of such obligations.
7. As evidenced by the foregoing facts, Xpedite hereby declares (a) neither Banque Indosuez nor any lender for whom Banque Indosuez served as agent have any security interest or other rights in or to the XPEDITE mark (U.S. Trademark Reg. No. 1,926,842), and (b) Xpedite is the sole and exclusive owner of the XPEDITE mark.

[signature on following page]

SWORN BEFORE ME at Fulton County  
in the state of Georgia U.S.A., this 10th day of March, 2004.

Marcial Sifer  
Notary Public

L Scott Askins  
L. Scott Askins  
Senior Vice President – Legal and Secretary

My Commission expires:

3/11/05 [Notarial Seal]