

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

GATX/MM Venture Finance Partnership

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

Maptuit Corporation
133 King Street, East
2nd Floor
Toronto, Ontario M5C 1G6, Canada

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Release of security interest

Execution Date: August 16, 2004

Effective Date: August 16, 2004

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Delaware
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes: No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

- 78/061,150
- 78/061,168
- 78/061,170

B. Trademark Registration No.(s):

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

Catherine R. Howell, Paralegal
Attn: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue N.W.
Washington, D.C. 20004

Telephone: 202-739-5652
Facsimile: 202-739-3001
E-Mail: chowell@morganlewis.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 C.F.R. § 3.41) \$90.00

- Check enclosed.
- Authorized to charge fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

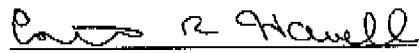
13-4520

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.

Catherine R. Howell, Paralegal
Name of Person Signing


Signature

September 30, 2004
Date

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

OMB No. 0651-0011 (exp. 4/94)

CH \$90.00 134520 78061150

RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND PATENTS

This Release of Security Interests in Trademarks and Patent is granted and conveyed as of August 16, 2004 (the "Effective Date") by GATX/MM Venture Finance Partnership ("GATX/MM"), an Ontario general partnership, having an office at 95 Wellington Street West, 22nd Floor, Toronto, Ontario M5J 2N7, Canada, in favor of Maptuit Corporation ("Maptuit"), a Delaware corporation, having its principal business address at 133 King Street East, 2nd Floor, Toronto, Ontario M5C 1G6, Canada.

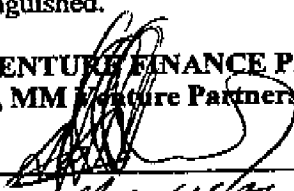
WHEREAS, Maptuit and GATX/MM entered into a Security Agreement dated as of October 8, 2002 (the "Security Agreement"), under which Maptuit granted to GATX/MM a security interest in the intellectual property listed on the attached Schedule A, any applications for federal registration or federal registrations therefor, any and all continuations, continuations-in-part, updates, development, divisionals, reissues and reexaminations in respect thereto, and the goodwill associated therewith (the "Intellectual Property"); and

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded the Security Agreement against the Intellectual Property on December 18, 2002 at Trademark Reel 2639, Frame 0796; and

WHEREAS, Maptuit has satisfied all of its outstanding obligations under the Security Agreement, and the parties seek to make a record of GATX/MM's release and reassignment to Maptuit of any and all of its security interest in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, GATX/MM hereby (1) releases, discharges and relinquishes, as of the Effective Date, its security interests in the Intellectual Property, and (2) reassigns to Maptuit, as of the Effective Date, all right, title, and interest that it may have had in the Intellectual Property, including the goodwill associated with the Intellectual Property, any and all applications or registrations therefor, and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits. GATX/MM specifically acknowledges that the Security Agreement is no longer effective, and that it does not own any rights to or have any ownership interest in the Intellectual Property, and all of the rights and remedies with respect to the Intellectual Property have been and are hereby extinguished.

**For GATX/MM VENTURE FINANCE PARTNERSHIP
by its Partner, MM Venture Partners Inc.**

By: 
Name: M. J. MONTAGNA
Title: Managing Partner

SCHEDULE A**INTELLECTUAL PROPERTY****Federal Trademark Applications**

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
MAPTUIT	78/061,150	April 30, 2001
MAPTUIT	78/061,168	April 30, 2001
MAPTUIT	78/061,170	April 30, 2001

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MAPTUIT	2,527,654	January 8, 2002

U.S. Patent Application entitled ALTERNATIVE ROUTES GENERATION having the following particulars:

Filed By	Filing Date	Serial Number	Assigned By	Assigned To	Assignment Recordation Date	Reel / Frame
Ronald L. Blewitt	April 2, 2002	10/114,839	Ronald L. Blewitt	Maptuit Corporation	July 23, 2002	013112/0099

U.S. Patent Application entitled LONG DISTANCE ROUTING having the following particulars:

Filed By	Filing Date	Serial Number	Assigned By	Assigned To	Assignment Recordation Date	Reel / Frame
Ronald L. Blewitt	April 2, 2002	10/114,817	Ronald L. Blewitt	Maptuit Corporation	July 23, 2002	013111/0466