

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent		10/29/2004	New York banking corporation:

RECEIVING PARTY DATA

Name:	Epsilon Data Management, Inc.
Street Address:	220 East Monument Avenue
City:	Dayton
State/Country:	OHIO
Postal Code:	45402
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2145927	EPSILON
Registration Number:	2875597	EPSILON
Registration Number:	2150323	EPSILON
Serial Number:	75768882	EAS-E TRACKER

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

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ATTORNEY DOCKET NUMBER:

509265/1012

NAME OF SUBMITTER:

Lea B. Levy

TRADEMARK

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REEL: 002972 FRAME: 0028

OP \$115.00 2145927

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of October 29, 2004, from JPMORGAN CHASE BANK, as administrative agent (in such capacity, the "Administrative Agent") for several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 20, 2004 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") by and among RELIZON HOLDINGS, LLC ("Holdings"), THE RELIZON COMPANY ("Relizon"), THE RELIZON E-CRM COMPANY ("e-CRM"), RELIZON CANADA INC. (the "CDN Borrower"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), WACHOVIA BANK, NATIONAL ASSOCIATION, as syndication agent, GENERAL ELECTRIC CAPITAL CORPORATION, as documentation agent, the Administrative Agent and JPMORGAN CHASE BANK, TORONTO BRANCH, as Canadian administrative agent, to EPSILON DATA MANAGEMENT, INC., a Delaware corporation with its principal place of business located at 220 East Monument Avenue, Dayton, Ohio 45402-1223.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of February 20, 2004 made by the Grantors (as defined therein) in favor of the Administrative Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of November 24, 2003, among the Administrative Agent and EPSILON DATA MANAGEMENT, INC. (the "Security Agreement"), EPSILON DATA MANAGEMENT, INC., by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 13, 2004, at Reel 2827 and Frame 0619; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By: Neil R. Boylan
Name: Neil Boylan
Title: Managing Director

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
EPSILON	2,145,927
EPSILON	78/174,776; 2,875,597
EAS-E TRACKER	75/768,882
EPSILON AND DESIGN	2,150,323

509265-1012-08892-NY01.2432667.1

TRADEMARK RELEASE- EPSILON DATA MANAGEMENT, INC.