

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Egan-Managed Capital II, L.P.
30 Federal Street, Boston, MA 02110

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

Citizenship Delaware (USA)
Execution Date(s) September 26, 2003
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release and Satisfaction Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Monetrics, Inc.
Internal Address: _____
Street Address: 900 Cummings Center
Suite 270V

City: Beverly
State: MA
Country: USA Zip: 01915

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware (USA)
- Other _____ Citizenship: _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/171,723; 76/259,359; 76/259,646

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Application number(s):

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

Name: Howard M. Gitten
EDWARDS & ANGELL, LLP
Internal Atty. Dkt.: 47904.0014
Street P.O. Box 55874
Address:
City: Boston State: MA Zip: 02205
Phone Number: (954) 667-6130
Fax Number: (888) 325-9504
Email Address: hgitten@edwardsangell.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to Deposit Account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 04-1105
Authorized User Name _____

9. Signature: Howard M. Gitten Signature Date December 1, 2004

Howard M. Gitten
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

I hereby certify that this correspondence is being transmitted via facsimile to: (703) 306-5995, MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: December 1, 2004

Signature: Diane M. Vitello (Diane M. Vitello)

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RELEASE AND SATISFACTION AGREEMENT

This Release and Satisfaction Agreement (this "Release") is made, granted and conveyed on September 26, 2003 by Egan-Managed Capital II, L.P., a Delaware limited partnership (the "Releasor"), in favor of Monetrics, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Company and the Releasor entered into a Note and Warrant Purchase Agreement dated as of October 12, 2001, as amended and restated from time to time (the "First Purchase Agreement"), and a Note Purchase Agreement dated as of April 18, 2002, as amended and restated from time to time (the "Second Purchase Agreement") (collectively, the First Purchase Agreement and Second Purchase Agreement are hereinafter referred to as the "Purchase Agreements"), under which Purchase Agreements the Company has issued to the Releasor those certain convertible secured notes and demand notes listed on Schedule A attached hereto (collectively, the "Notes").

WHEREAS, under the terms of the Purchase Agreements the Company granted Releasor a security interest under that certain Intellectual Property Security Agreement dated October 12, 2001, as amended and restated from time to time (the "Security Agreement"), in and to certain trademark registration and pending registrations, patents and patent applications, and all of the Company's material works of authorships subject to United States Copyright protection including but not limited to those listed on Schedule B attached hereto (the "Intellectual Property").

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded the Security Agreement on October 18, 2001, at Patent Reel 2420, Frame 0463, and as amended and restated on September 5, 2002, at Patent Reel 2581, Frame 0053.

WHEREAS, under the terms of the Purchase Agreements, the Company granted Releasor a security interest in all of the assets and property of the Company as described on Exhibit D therein and as evidenced by the filing of the UCC Financing Statements listed on Schedule C attached hereto (the "Financing Statements").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Releasor hereby agrees as follows:

1. Payment and Cancellation of Notes. Releasor acknowledges and agrees (i) that all amounts due and owing to Releasor by the Company pursuant to each and every one of the Notes have been paid in full by the Company, (ii) that each Note is hereby deemed to be paid in full, satisfied and cancelled, without the further action of any party, and (iii) that the indebtedness and obligations of the Company represented by all of the Notes is extinguished and satisfied in full. Releasor shall promptly deliver to the Company each of the original Notes, with each such Note marked "Cancelled."

2. Release of Liens.

(a) Effective immediately, the Releasor hereby fully and irrevocably waives, releases, discharges and relinquishes all liens, claims, encumbrances, mortgages, security interests and other interests held by Releasor in any and all of the assets of the Company, including, without limitation, all Intellectual Property of the Company.

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(b) Releasor hereby fully and irrevocably waives, releases, discharges and relinquishes its security interest in all assets of the Company pursuant to the Financing Statements listed on Schedule C and agrees to promptly execute and file (and expressly authorizes the Company to execute and file on the Releasor's behalf) with the appropriate filing office, at the sole cost and expense of the Company, all releases, statements, certificates and other documents that the Company determines to be necessary and desirable in order to evidence Releasor's waiver, release, discharge and relinquishment of all of its liens, claims, encumbrances, mortgages, security interests and other interests in and to all of the Company's assets.

(c) Effective immediately, Releasor reassigns to the Company all right, title and interest that it had or may have had in the Intellectual Property, including any and all resulting trademarks or patents and any and all divisions, reissues, continuations, continuations-in-part, renewals and extensions thereof, 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. The Releasor specifically acknowledges that the Security Agreement, and any security agreement it had with the Company, is no longer effective with respect to the Intellectual Property, and that it does not own any rights to or have any ownership interest in the Intellectual Property, and all of the Releasor's rights and remedies with respect to the Intellectual Property have been and are hereby extinguished. Releasor agrees to promptly file, at the sole cost and expense of the Company, this Release with the PTO, along with any and all documents necessary in order to evidence Releasor's release and reassignment of any and all of its interests in the Intellectual Property to the Company.

IN WITNESS WHEREOF, the Releasor has executed and delivered this Release on the date first above written.

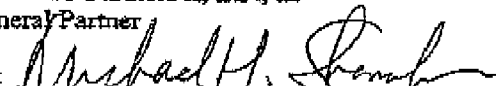
RELEASOR:

EGAN-MANAGED CAPITAL II, L.P.

By: EMC Partners II, L.P., its

General Partner

By:



Name: MICHAEL H. SHANAHAN

Title: MANAGING PARTNER

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SCHEDULE A

Notes

1. \$1,125,000 Senior Secured Demand Note of the Company payable to Releasor dated September 30, 2002
2. \$250,000 Senior Secured Demand Note of the Company payable to Releasor dated May __, 2003
3. \$90,000 Senior Secured Demand Note of the Company payable to Releasor dated June 11, 2003
4. \$30,000 Senior Secured Demand Note of the Company payable to Releasor dated August 5, 2003
5. \$130,000 Senior Secured Demand Note of the Company payable to Releasor dated August 11, 2003
6. \$38,500 Senior Secured Demand Note of the Company payable to Releasor dated August 22, 2003
7. \$37,000 Senior Secured Demand Note of the Company payable to Releasor dated September 2, 2003
8. \$82,000 Senior Secured Demand Note of the Company payable to Releasor dated September 10, 2003

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SCHEDULE B

Intellectual Property

A. Trademarks

- 1. Description: MONETRICS
Reg./App. No.: 76/171723
Reg./App. Date: November 28, 2000
- 2. Description: DECISION ENGINE
Reg./App. No.: 76/259369
Reg./App. Date: May 18, 2001
- 3. Description: MONETRICS THE SCIENCE OF UNDERWRITING
Reg./App. No.: 76/259646
Reg./App. Date: May 18, 2001

B. Patents

Description: A Computer Based System and Method for Assigning Credit Tiers and Calculating Sales Parameters, Finance Options, and Profits
Reg./App. No.: 09/245,040
Reg./App. Date: May 15, 1999

C. Copyrights

None

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SCHEDULE C

Financing Statements

Debtor: Monerics, Inc.
Current Secured Party: Egan-Managed Capital II, L.P.
Filed: May 8, 2003
State: Delaware
File Number: 31193054