

07-26-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECC TR 102799127

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): 7-16-04 Congress Financial Corporation (New England) [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Harbor Management Consultants, Inc. Internal Address: Street Address: 1501 Washington Street City: Braintree State: MA Zip: 02184 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Massachusetts [] 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release of Security Interest Execution Date: 06/30/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) none B. Trademark Registration No.(s) 2,340,368 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tina Qualls Internal Address: Corporation Service Company Street Address: 1133 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Maureen P. Murphy Name of Person Signing Maureen P. Murphy Signature 07/14/2004 Date Total number of pages including cover sheet, attachments, and document: 4

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



07/23/2004 NGETACHE 00000050 2340368 01 FC:0521 40.00

07-16-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK REEL: 003012 FRAME: 0625

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 30, 2004 ("Effective Date") by and between Harbor Management Consultants, Inc. (collectively "Grantor"), and Congress Financial Corporation (New England and its successors, assigns and other legal representatives ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of September 6, 2002, as amended and modified by and between Grantor and Grantee (the "Trademark Security Agreement"), Grantor pledged, assigned and granted to Grantee a continuing security interest in and lien on and right of set-off against all of its right, title and interest in and to its Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Trademark Collateral") together with the goodwill associated therewith;

WHEREAS, Grantor, certain of Grantor's affiliates and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement, dated as of September 6, 2002, (the "Loan and Security Agreement");

WHEREAS, the Trademark Security Agreement and subsequent filings in respect thereof were recorded with the United States Patent and Trademark Office ("PTO") at Reel 2618 / Frame 0193 on November 12, 2002;

AND WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee except with respect to certain Letter of Credit Accommodations referenced in that certain Release Agreement dated as of even date hereof by and between Grantee, Grantor and certain of its subsidiaries and affiliates, and Fleet Capital Corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns (without representation, warranty or recourse) and releases any and all security interests it has against the Trademark Collateral.

If and to the extent Grantee has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to Grantor, AS IS, WHERE IS, without representation, warranty or recourse.

Grantee shall take all further actions, reasonably acceptable to Grantee, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CONGRESS FINANCIAL CORPORATION (New England), as Administrative Agent

By: Melissa A. Post

Name: Melissa A. Post

Title: Vice President

STATE OF MASS)
) SS.
COUNTY OF Suffolk)

On this 22nd day of June, there appeared before me Melissa A. Post personally known to me, who acknowledged that he/she signed the foregoing Release as his/her voluntary act and deed on behalf and with full authority of Congress Financial Corporation (New England)

Jane S. Mansfield
Notary Public

Schedule A

TRADEMARKS

Mark

Registration Number

HARBOR MANAGEMENT
CONSULTANTS & DESIGN

2,340,368