

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

3

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

1. Name of conveying party(ies):

CCFL Subordinated Debt Fund (III) Limited Partnership

- 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 in Intellectual Property Execution Date: February 11, 2005

2. Name and address of receiving party(ies)

Name: The Minacs Group (USA), Inc.

Internal Address:

Street Address: 34115 W. Twelve Mile Road

City: Farmington Hills State: MI Zip: 48331

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

Additional number(s) attached Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP 33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath Name of Person Signing

Signature

2/16/05 Date

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

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

CH \$140.00 232428 78046092

*Continuation
Item 4*

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**UNITED STATES
REGISTERED TRADEMARKS**

*1
2
3
4
5*

COUNTRY	TRADEMARK	APPL. NO. / REG. NO.	DATE
United States	Phoenix Group, Inc. & Design	74-267,908 / 1,797,588	Filed: 10/12/1993
United States	Phoenix Group, Inc. & Design	74-267,905 / 1,790,621	Filed: 08/31/1993
United States	ICM Success	78-046,092	Filed: 02/01/2001
United States	Smartline	78-064,339	Filed: 05/18/2001
United States	Virtual Customer Care	75-874,695	Filed: 12/20/1999

**MICHIGAN STATE
REGISTERED TRADEMARKS**

STATE

COUNTRY	TRADEMARK	APPL. NO. / REG. NO.	DATE
United States	Phoenix Group, Inc.	M18081	Reg.: 08/06/1993 (Michigan)
United States	Phoenix Group, Inc.	M17081	Reg.: 08/06/1993 (Michigan)

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property ("**Release**") is dated as of February 11, 2005. Reference is hereby made to the Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Grant**"), dated as of October 31, 2001 between The Minacs Group (USA) Inc. (the "**Assignor**") and CCFL Subordinated Debt Fund (III) Limited Partnership (the "**Assignee**"), for itself and in its capacity as agent for the lending institutions (hereinafter, collectively, the "**Banks**") party to that certain Loan Agreement, dated as of October 31, 2001, among *inter alia*, Minacs Worldwide Inc., the Assignor, the Assignee, and the Banks.

The Grant was recorded with the United States Patent and Trademark Office on January 31, 2002 [Reel 2437 / Frame 0835].

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the collateral set forth in the Grant (the "**Intellectual Property Collateral**") including, without limitation, in the Intellectual Property (as defined in the Grant) listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Intellectual Property Collateral.

Assignee hereby releases all of its liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") against Assignor created under the Grant.

Assignee hereby agrees, at the Assignor's sole cost and expense, to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordings or other instruments required to maintain the applications or registrations of the Intellectual Property Collateral and record the chain of title accordingly with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, subject, in each case to Assignor's prior payment in full to Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which Assignee reasonably determines could expose Assignee to liability or which is contrary to applicable law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignee has caused this Release of Security Interest in Intellectual Property to be duly executed and delivered by its duly authorized officer as of the date first above written.

CCFL SUBORDINATED DEBT FUND (III)
LIMITED PARTNERSHIP, by its General
Partner, CCFL Mezzanine Partners of Canada
(III) Limited, duly authorized, in its capacity as
Agent

By: 

Name: ~~RICHARD KINAHAN~~

Its: Duly Authorized Signatory

By: 

Name: ~~NAGIB PREMJI~~

Its: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**UNITED STATES
REGISTERED TRADEMARKS**

COUNTRY	TRADEMARK	APPL. NO. / REG. NO.	DATE
1 2 3 4 5 United States	Phoenix Group, Inc. & Design	74-267,908 / 1,797,588	Filed: 10/12/1993
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