


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

▼ ▼ ▼ 80034-963 ▼ ▼ ▼ (1) ▼ ▼ ▼

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

<p>1. Name of conveying party(ies): CCFL Subordinated Debt Fund (III) Limited Partnership</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Minacs Worldwide Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>180 Duncan Mill Road</u> City: <u>Toronto</u> State: <u>Ontario</u> Zip: <u>M3B 1Z6</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> <u>Other Release of Security Interest</u> in Intellectual Property Execution Date: <u>February 11, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 3.41) \$ <u>265</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p><u>Laura Konrath</u> Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <p><u>2/16/05</u> Date</p> </div> </div> <p style="text-align: center; font-size: small;">Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></p> </p>	

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Continuation
Item 4

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

1. CANADA

- (a) (Minacs) Worldwide – TMA553448
- (b) Minacs – TMA521793
- (c) Minacs Intellicom Inc. – TMA496281
- (d) Minacs Procom Inc. – TMA496280
- (e) The Minacs Group Inc. – TMA480164
- (f) Design (Stacked Boxes) – TMA485181

2. UNITED STATES

COUNTRY	TRADEMARK	APPL. NO. / REG. NO.	DATE
United States	Phoenix Group, Inc. & Design	1,797,588	Reg: 10/12/1993
United States	Phoenix Group, Inc. & Design	1,790,621	Reg: 08/31/1993
United States	ICM Success	78-046,092	Filed: 02/01/2001
United States	Stacked black boxes in square outline [design]	2,263,959	Filed: 02/05/1997 Reg.: 07/27/1999
United States	Smartline	78-064,339	Filed: 05/18/2001
United States	Virtual Customer Care	75-874,695	Filed: 12/20/1999
United States	TIQ-TOQ	76-573,178	Filed: 01/26/2004
United States	(Minacs) Worldwide	2,745,505	Filed: 03/19/1999 Reg.: 08/05/2003
United States	Minacs	2,661,062	Filed: 03/19/1999 Reg.: 12/17/2002
United States	Minacs Procom Inc.	2,554,444	Filed: 07/02/1997 Reg.: 04/02/2002
United States	Phoenix Group, Inc.	M18081	Reg.: 08/06/1993 (Michigan)
United States	Phoenix Group, Inc.	M17081	Reg.: 08/06/1993 (Michigan)

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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 Minacs Worldwide 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*, the Assignor, the Assignee, and the Banks.

The Grant was recorded with (i) the Canadian Intellectual Property Office on December 10, 2001, and (ii) the United States Patent and Trademark Office on November 30, 2001 [Reel 2402 / Frame 0105] (as corrected by a March 18, 2002 filing [Reel 2466 / Frame 0622]).

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, recordations 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 KINLOUGH

Its: Duly Authorized Signatory

By:

Name: Najib Premji

Its: Duly Authorized Signatory

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