Form PTO-1594 (Rev. 03/05
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

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

Attorney Docket No.: 031538-14

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Bank of America, N.A., as Administrative Agent

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Name: **101 Communications LLC**

Internal Address: **Suite 101**

Street Address: **9121 Oakdale Avenue**

City: **Chatsworth** State: **California** Zip: **91311**

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other **Limited Liability Company**

Citizenship: **Delaware**

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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Release of Security Interest**

Execution Date: **March 18, 2005**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached ☒ Yes ☐ No

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

Name: **Susan M. Freedman, Esq.**

Firm: **Nixon Peabody LLP**

Internal Address: **Suite 900**

Street Address: **401 9th Street, N.W.**

City: **Washington** State: **D.C.** Zip: **20004-2128**

Phone Number: **(202) 585-8264**

Fax Number: **(202) 585-8080**

Email Address: **sfreedman@nixonpeabody.com**

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41) **$260.00**

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: **19-2380**

Authorized User Name: **Nixon Peabody LLP**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Susan M. Freedman, Esq.
Name of Person Signing

Susan M Freedman
Signature

March 22, 2005
Date

Total number of pages including cover sheet, attachments, and document: **10**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 2213-1420

CH $260.00 192380 2361155

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700164270

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
IT DAYBOOK	2,361,155	June 27, 2000
CIVIC.COM	2,252,276	June 15, 1999
SIGS CONFERENCES & Design	1,885,341	March 21, 1995
101 COMMUNICATIONS	2,532,557	January 22, 2002
SYLLABUS	2,146,251	March 24, 1998
SYLLABUS	1,970,222	April 23, 1996
CERTCITIES	2,595,505	July 16, 2002
APPLICATION DEVELOPMENT TRENDS	1,937,606	November 21, 1995
THE POWER PLAYERS	2,209,034	December 8, 1998
FEDERAL 100	1,866,973	December 13, 1994
FEDERAL COMPUTER WEEK	1,491,071	June 7, 1988
ENT	2,377,099	August 15, 2000

March 18, 2005

101 Communications LLC
9121 Oakdale Avenue, Suite 101
Chatsworth, CA 91311

Merrill Lynch Capital,
a division of Merrill Lynch Business Financial Services Inc.
222 N. LaSalle Street, 16th floor
Chicago, IL 60601

Re: 101communications LLC- Payoff of Indebtedness and Release of Liens

Ladies and Gentlemen:

Reference is made herein to that certain Amended and Restated Loan Agreement, dated as of July 24, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 101communications LLC (the "Company"), the financial institutions party thereto as lenders (the "Lenders"), and Bank of America, N.A., as administrative agent for the Lenders ("Agent"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

The Agent understands that, in connection with the refinancing transaction that the Company will be entering into with Merrill Lynch Capital, a division of Merrill Lynch Financial Services, Inc. ("ML Capital"), the obligations of the Company outstanding under the Credit Agreement and the related Loan Documents are expected to be repaid in full (except as provided below) through the proceeds of the borrowings to be provided under a new credit agreement under which ML Capital will act as administrative agent (the "New Agent") for the lenders party thereto.

The Agent hereby agrees on its own behalf and on behalf of the Lenders that upon the receipt of (i) U.S. 17,381,799.00, representing payment in full of all outstanding principal under the Credit Agreement and the related Loan Documents with respect to Tranche A Debt and Tranche B Debt, (ii) U.S. $1,000,000, representing the fee for the (A) termination and release of all of the Lenders' rights pursuant to the Amended and Restated Option Agreement, dated as of July 24, 2003 and (B) the full and complete discharge of all of the Company's obligations with respect to the Tranche C Debt, (iii) all outstanding interest, fees, expenses, charges or other costs under the Loan Documents with respect to the Tranche A Debt and Tranche B Debt and (iv) all outstanding expenses, charges or other costs under the Credit Agreement and the related Loan Documents with respect to which the Agent has received notice from any Lender or any representative of the Agent or any Lender, as set forth in more detail on Schedule A attached hereto and made a part hereof, via wire transfer to the account designated below on or prior to 11:00 a.m., Los Angeles time, on March 18, 2005 (together with a per diem amount of $4,022.44

TRADEMARK
REEL: 003072 FRAME: 0903

per day thereafter, the "Payoff Amount"), that:

(i) the Credit Agreement and each of the related Loan Documents will be terminated and will be of no further force and effect, provided, however, that (A) the Agent and each Lender shall be entitled to the benefits of all the ongoing reimbursement obligations and indemnities set forth in the Loan Documents, including without limitation those set forth in Sections 2.6, 2.8, 2.10, 5.11 and 11.2 of the Credit Agreement, in each case subject to the limitations set forth therein and for events taking place prior to the date of payment of the Payoff Amount, if any, and (B) to the extent that any payments or proceeds heretofore received by any of the Agent or any Lender, or any part of such payments, shall be subsequently invalidated, declared to be fraudulent, a fraudulent conveyance, or preferential, set aside and/or required to be repaid to a trustee, receiver, debtor in possession, or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that such payment or proceeds received by any such Person is rescinded or must be otherwise restored by any such Person, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied, and all rights of such Person with respect to such Obligations, shall be revived and continue in full force and effect, as if such payment or proceeds had never been received by such Person, and this letter shall in no way impair the claims of any of such Persons with respect to such revived Obligations (it being agreed that the Option Agreement and rights arising thereunder shall be so revived and continue in full force and effect if (and only if) such rescission or restoration occurs during the first ninety-one (91) calendar days following the date of payment of the Payoff Amount); and

(ii) any and all security interests, liens and/or other encumbrances granted by the Company and its Subsidiaries to secure their obligations to the Agent and the Lenders under the Credit Agreement and the other Loan Documents shall, without any further action by the Company or any of its Subsidiaries, the Agent or the Lenders, be terminated and released and be of no further force and effect.

Pursuant to Section 2.5(a) of the Credit Agreement, any amount received by Agent after 11:00 a.m., Los Angeles time, on March 18, 2005, shall be deemed to have been paid by Company on the next succeeding Business Day. Any additional interest or fees owed by Company as a result of such delay shall be due and payable on such succeeding Business Day and the Payoff Amount shall not be deemed paid until such additional interest and fees have been delivered to Agent.

Upon delivery of the Payoff Amount to the account specified below, the Company hereby confirms to the Agent, for the benefit of the Agent and the Lenders, that the commitments under the Credit Agreement shall be terminated and be of no further force and effect and all obligations of the Agent and the Lenders to make Loans or advances or otherwise extend credit to the Company under the Credit Agreement and the related Loan Documents shall be terminated and be of no further force and effect.

The Payoff Amount shall be wired to the Agent to the following account:

TRADEMARK
REEL: 003072 FRAME: 0904

Bank: BANK OF AMERICA, N.A.
Dallas, Texas 75202
ABA No.: 111000012
Account No.: 1292000883
Attention: Stephen Keilers
Reference: 101 Communications

Upon receipt of the Payoff Amount, the Agent (i) authorizes the Company and New Agent to take all reasonable action necessary to terminate and release any and all security interests, liens and/or other encumbrances granted by the Company and its Subsidiaries to secure their obligations to the Agent and the Lenders under the Credit Agreement and the other Loan Documents, including, without limitation, to execute termination statements for Uniform Commercial Code financing statements that were filed by the Agent with respect to the Credit Agreement and the Loan Documents and to make appropriate filings with other governmental or other regulatory authorities, and (ii) will deliver to the Company, at the Company's cost and expense, all stock certificates set forth on Schedule B hereto and all other documents, instruments or certificates as the Company or the New Agent may reasonably request to release all pledges in favor of the Agent, and will execute such other documents and instruments, and take such other actions, in each case as New Agent or the Company shall reasonably request to evidence the satisfaction of the obligations of the Company under the Credit Agreement and the related Loan Documents and the release of all security interests, liens, pledges, mortgages and other encumbrances securing such obligations thereunder.

Except as expressly set forth herein, this letter agreement is being made without recourse by, and without any representation or warranty of any kind, express or implied, to Company or any other individual, corporation, partnership or other entity. Company hereby agrees to pay all reasonable costs and expenses in connection with the preparation, execution, delivery, filing, and recording of this letter agreement, the release documents executed in furtherance hereof, and the performance of any other acts and the execution of any other documents required to effect the release of any security granted to Agent and Lenders, including without limitation the reasonable fees and disbursements of counsel to Agent and local counsel, if any, who may be retained by said counsel with respect thereto.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This letter may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any counterpart which may be delivered by facsimile shall be deemed the equivalent of an originally signed counterpart.

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: CY STRAND
Title: Sr Vice President

Agreed to:

101COMMUNICATIONS LLC

By: _____
Name:
Title:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.

By: _____
Name:
Title:

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This letter may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any counterpart which may be delivered by facsimile shall be deemed the equivalent of an originally signed counterpart.

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

Agreed to:

101COMMUNICATIONS LLC

By: _____
Name: Stuart K. Coppens
Title: CFO

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.

By: _____
Name:
Title:

1081244.4

This letter may be executed and delivered in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any counterpart which may be delivered by facsimile shall be deemed the equivalent of an originally signed counterpart.

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

Agreed to:

101COMMUNICATIONS LLC

By: _____
Name:
Title:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.

By: Lance M. Jaremsa
Name: Lance M. Jaremsa
Title: A-VP

1081244.4

SCHEDULE A

PAYOFF AMOUNT DETAIL

Tranche A Debt and Tranche B Debt (Principal)	$17,381,799.00
Accrued Interest (through March 18, 2005)	$72,403.91
Option Agreement and Tranche C Debt Termination Fee	$1,000,000.00
O'Melveny & Myers Legal Fees	$6,000.00
Total Payoff Amount	$18,460,202.91

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SCHEDULE B

Certificates and Notes

1. Certificate No. 1 for 10 Membership Units of 101communications, LLC
2. Stock Power related to Certificate No. 1 of 101communications, LLC
3. Certificate No. 7 for 65 shares of 101communications Holdings LTD.
4. Tranche A Notes payable by Borrower to each of the Lenders
5. Tranche B Notes payable by Borrower to each of the Lenders
6. Tranche C Notes payable by Borrower to each of the Lenders
7. Intercompany Note dated July 24, 2003 for $767,083.00
8. Intercompany Note dated July 24, 2003 for $9,059,710.00
9. Intercompany Note dated July 24, 2003 for $14,879.00
10. Revolving Loan Note dated October 5, 2000 for $25,000,000.00
11. Term Loan Note dated October 5, 2000 for $25,000,000.00

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