

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Attorney Docket No.: 031538.13

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

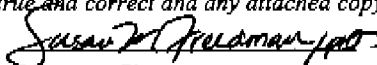
<b>1. Name of conveying party(ies):</b> <b><u>The Bank of New York, as Administrative Agent</u></b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <b><u>Banking Corporation</u></b> Citizenship (see guidelines) <b><u>New York</u></b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <b><u>CAMP Systems International, LLC</u></b> Internal Address: Street Address: <b><u>999 Marconi Avenue</u></b> City: <b><u>Ronkonkoma</u></b> State: <b><u>New York</u></b> Zip: <b><u>33054</u></b> Country: <b><u>USA</u></b> <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <b><u>Limited Liability Company</u></b> Citizenship: <b><u>Colorado</u></b> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small>
<b>3. Nature of conveyance/Execution Date(s):</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <b><u>Release of Security Interest</u></b> Execution Date: <b><u>January 31, 2005</u></b>	

<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) <b><u>2,144,786; 2,774,396</u></b> Additional sheet(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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C. Identification or Description of Trademark (s) (and Filing Date if Application or Registration Number is unknown):

**CAMP**  
**AVISOURCE**

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <b><u>Susan M. Freedman, Esq.</u></b> Firm: <b><u>Nixon Peabody LLP</u></b> Internal Address: <b><u>Suite 900</u></b> Street Address: <b><u>401 9<sup>th</sup> Street, N.W.</u></b> City: <b><u>Washington</u></b> State: <b><u>D.C.</u></b> Zip: <b><u>20004-2128</u></b> Phone Number: <b><u>(202) 585-8264</u></b> Fax Number: <b><u>(202) 585-8080</u></b> Email Address: <b><u>sfreedman@nixonpeabody.com</u></b>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">2</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <b><u>\$60.00</u></b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <b><u>19-2380</u></b> Authorized User Name: <b><u>Nixon Peabody LLP</u></b>
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<b>9. Statement and signature.</b> <i>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.</i> <b><u>Susan M. Freedman, Esq.</u></b>  <b><u>March 28, 2005</u></b> Name of Person Signing      Signature      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span>	
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**EXECUTION COPY****TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of January 31, 2005, from THE BANK OF NEW YORK, as Administrative Agent (the "Secured Party") to Camp Systems International, LLC, a Colorado limited liability company (the "Pledgor").

**WITNESSETH:**

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Secured Party under that certain Credit Agreement, dated as of December 18, 2003, as amended, among the Pledgor, the Lenders party hereto, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Syndication Agent, and the Secured Party, and that certain Security Agreement, dated as of December 18, 2003, among the Pledgor, the Subsidiary Guarantors party thereto and the Secured Party (the "Security Agreement"), which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on the dates and at the reels and frames as set forth on Schedule A; and

WHEREAS, the Secured Party now desire to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agree as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to (i) the United States all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in each case set forth on Schedule A hereto, including registrations and registration applications in the USPTO or any similar offices in the United States of America, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized by any of the foregoing and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

2. Release: The Secured Party hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Secured Party hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other


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applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK, as Administrative  
Agent, Secured Party


By:   
Name: Robert W. Towns  
Title: Senior Vice President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 14th day of January, 2005, before me personally appeared Robert W. Towns to me known who, being by me duly sworn, did depose and say that he is a Senior Vice President of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.

  
Notary Public

CHASCO W. KATZ  
Notary Public, State of New York  
No. 02KA4708896  
Qualified in New York County  
Term Expires 12-31-05

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2

SCHEDULE A

CAMP (United States)	2144786	002896/0916	1/14/04
AVISOURCE	2774396	002896/0916	1/14/04

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