


Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office																					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:																									
1. Name of conveying party(ies)/Execution Date(s): Black Diamond Commercial Finance, LLC _____ Individual(s) _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation – State X _____ Other Limited Liability Company Citizenship United States Virgin Islands Execution Date(s) May 26, 2005 Additional name(s) of conveying party(ies) attached? _____ Yes X No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? _____ Yes X No Name: Smarte Carte Corporation Internal Address: _____ Street Address: 4455 White Bear Parkway City: St. Paul State: Minnesota Country: United States Zip: 55110-7641 _____ Association – Citizenship _____ _____ General Partnership – Citizenship _____ _____ Limited Partnership – Citizenship _____ X _____ Corporation – Citizenship Delaware _____ Other _____ _____ Citizenship _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached _____ Yes X No.</small>																						
3. Nature of conveyance: _____ Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ Government Interest Assignment X _____ Other Release of Lien in Trademarks Pursuant to 1996 Credit Agreement and 1999 Credit Agreement, as amended			4. Application number(s) or registration number(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> A. Trademark Application No(s). 78183089 78310731 </td> <td style="width: 50%; vertical-align: top;"> B. Trademark Registration No(s). <table style="width: 100%; border: none;"> <tr><td>2443043</td><td>1014325</td><td>1126672</td></tr> <tr><td>1420480</td><td>1468251</td><td>1448455</td></tr> <tr><td>2267689</td><td>2146624</td><td>1987243</td></tr> <tr><td>1990036</td><td>1988663</td><td>1990032</td></tr> <tr><td>1990031</td><td>2155203</td><td>2264167</td></tr> <tr><td>2393988</td><td>1923545</td><td></td></tr> </table> </td> </tr> </table>			A. Trademark Application No(s). 78183089 78310731	B. Trademark Registration No(s). <table style="width: 100%; border: none;"> <tr><td>2443043</td><td>1014325</td><td>1126672</td></tr> <tr><td>1420480</td><td>1468251</td><td>1448455</td></tr> <tr><td>2267689</td><td>2146624</td><td>1987243</td></tr> <tr><td>1990036</td><td>1988663</td><td>1990032</td></tr> <tr><td>1990031</td><td>2155203</td><td>2264167</td></tr> <tr><td>2393988</td><td>1923545</td><td></td></tr> </table>	2443043	1014325	1126672	1420480	1468251	1448455	2267689	2146624	1987243	1990036	1988663	1990032	1990031	2155203	2264167	2393988	1923545	
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5. Name and address of party to whom correspondence concerning document should be mailed: Matthew B. Fagin, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3000 Fax: (212) 735-2000 MFagin@skadden.com			<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">6. Total number of applications and registrations involved:</td> <td style="width: 20%; border: 1px solid black; text-align: center;">19</td> </tr> <tr> <td colspan="2" style="padding: 5px;"> 7. Total fee (37 CFR 1.21(h) and 3.41) \$490 X All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 697870/1) </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> 8. Payment Information Deposit Account No. 19-2385 (for deficiencies only) Authorized user Name: Phillip Bartels </td> </tr> </table>			6. Total number of applications and registrations involved:	19	7. Total fee (37 CFR 1.21(h) and 3.41) \$490 X All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 697870/1)		8. Payment Information Deposit Account No. 19-2385 (for deficiencies only) Authorized user Name: Phillip Bartels															
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9. Signature.  <div style="text-align: center;"> _____ Signature Matthew Fagin _____ Name of Person Signing </div>			<div style="text-align: right;"> June 13, 2005 _____ Date </div> <div style="text-align: right; margin-top: 20px;"> Total number of pages including cover sheet, and documents: 5 </div>																						

CH \$490.00 192385 78183089

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS, dated as of May 26, 2005, is by Black Diamond Commercial Finance, LLC, a United States Virgin Islands limited liability company, located at One Hibiscus Alley, St. Thomas, U.S. Virgin Islands 00802, in the capacity of Administrative Agent for the lenders under the Credit Agreement and Security Agreements (as defined below) ("Assignor"), in favor of Smarte Carte Corporation, a Delaware corporation located at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 and Smarte Carte, Inc., a Minnesota corporation located at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 (together, "Assignee").

WHEREAS, Wells Fargo Bank, National Association, in its capacity as predecessor Administrative Agent, along with Assignee, certain affiliates thereof, and certain lenders, are parties to a certain Credit Agreement, dated as of October 24, 1996 (as amended, supplemented, or otherwise modified from time to time, the "1996 Credit Agreement"), and a Credit Agreement, dated as of April 8, 1999, as amended by the First Amendment to Credit Agreement, dated as of April 20, 2001, the Second Amendment to Credit Agreement, dated as of July 5, 2003, and the Third Amendment to Credit Agreement, dated as of October 29, 2003 (as further amended, supplemented or otherwise modified from time to time, the "1999 Credit Agreement," and , together with the 1996 Credit Agreement, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the parties thereto entered into a Security Agreement, dated as October 24, 1996, recorded in the United States Patent and Trademark Office (the "PTO") on November 1, 1996 at Reel 1520/Frame 0297; a Grant of Trademark Security Interest, dated as of April 8, 1999, recorded in the PTO on May 25, 1999 at Reel 1904/Frame 0732; a Grant of Trademark Security Interest, dated as of January 16, 2002, recorded in the PTO on February 5, 2002 at Reel 2444/Frame 0511; an IP Supplement, dated as of November 28, 2001, and a Grant of Trademark Security Interest, dated as of October 29, 2003, recorded in the PTO on November 7, 2003 at Reel 2746/Frame 0164 (collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Assignee granted to Wells Fargo Bank, National Association, as Administrative Agent, a security interest in all of Assignee's right, title and interest, in and to the following, whether then owned or thereafter existing or in which Assignee then had or thereafter acquired any interest and wherever the same may be located (the "Trademark Collateral");

- (i) all right, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, and/or other source and/or business identifiers and owned by or licensed to such Assignee, or hereafter owned by or licensed to such Assignee and used by such Assignee, in its business (including, without limitation, the trademarks specifically identified on (Schedule A hereto), all registrations and applications for registration that have

been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, but excluding any Intent-to-Use Application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Assignee's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof); or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of the grant of security interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

WHEREAS, Wells Fargo Bank, National Association, was replaced as Administrative Agent under the Credit Agreement and Security Agreements by Assignor, pursuant to an Appointment of Successor Administrative Agent, dated as of May 17, 2004, recorded in the PTO on September 24, 2004 at Reel 2945/Frame 0768; and

WHEREAS, the obligations of Assignee under the Credit Agreement and Security Agreements have been satisfied and Assignor has agreed to terminate its security interest in the Trademark Collateral granted under the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby releases any and all of its right, title and interest in the Trademark Collateral, and all rights of Assignor therein hereby revert to Assignee.

IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF LIENS
IN TRADEMARKS to be duly executed and delivered by its officer thereunto duly
authorized as of the day and year first above written.

BLACK DIAMOND COMMERCIAL
FINANCE, LLC

By: 

Name: Dalia Al-Othman, Esq.

Managing Director

Title: _____

SCHEDULE A TO
RELEASE OF LIENS IN TRADENAMES

U.S. Registered Trademarks:

<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
75/497152	6/3/98	2443043	4/10/01
73/039690	2/16/74	1014325	6/24/75
73/128619	5/31/77	1126672	11/13/79
73/598967	5/15/86	1420480	12/09/86
73/631550	11/21/86	1468251	12/08/87
73/634639	12/10/86	1448455	7/21/87
75/358908	9/18/97	2267689	8/03/99
74/719367	1/06/98	2146624	3/24/98
74/722174	8/23/95	1987243	7/16/96
74/719652	8/23/95	1990036	7/30/96
74/719370	8/23/95	1988663	7/23/96
74/719244	8/23/95	1990032	7/30/96
74/719233	8/23/95	1990031	7/30/96
74/719230	8/23/95	2155203	5/05/98
75/363257	6/10/98	2264167	7/27/99
75/497153	6/03/98	2393988	10/10/00
74/553025	7/25/94	1923545	10/03/95

U.S. Pending Trademarks:

<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
78/183,089	11/08/02		
78/310,731	10/08/03		