

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIGGS BANK NATIONAL ASSOCIATION, MCLEAN, VIRGINIA		03/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CO-NECT, INC.
Street Address:	10 FAWCETT ST., 4TH FLOOR
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02138
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2393270	CO-NECT
Registration Number:	2428074	CO-NECT EXCHANGE
Registration Number:	2721697	INSTANT ASSISTANT
Serial Number:	75758423	CO-NECT.COM
Serial Number:	75758454	CO-NECT.NET
Serial Number:	75759105	CO-NECT SCHOOLS

CORRESPONDENCE DATA

Fax Number: (781)622-1622
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 781-890-8800
 Email: mpietropaolo@gunder.com
 Correspondent Name: Megan M. Pietropaolo
 Address Line 1: 610 Lincoln Street
 Address Line 2: Gunderson Dettmer LLP

OP \$165.00 2393270

Address Line 4: Waltham, MASSACHUSETTS 02451

ATTORNEY DOCKET NUMBER: 3674.001

NAME OF SUBMITTER: Megan M. Pietropaolo

Signature: /s/Megan M. Pietropaolo/

Date: 10/14/2005

Total Attachments: 3
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Riggs Bank N.A.
P.O. Box 1912
Washington, D.C. 20074-1912
(301) 887-6000

March 29, 2005

Co-nect, Inc.
625 Mt. Auburn Street
Cambridge, MA 02138
Attention: Andrew Skoler, President and Chief Executive Officer

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Ladies and Gentlemen:

We understand that Co-nect, Inc. ("**Borrower**") anticipates paying in full all of its outstanding obligations under that certain Second Amended and Restated Promissory Note dated as of _____ by Borrower to Riggs Bank National Association, McLean, Virginia ("**Payee**") (as amended, modified, supplemented or replaced from time to time, the "**Note**") (terms used herein without definition shall have the meanings assigned to such terms in the Note).

In connection with the payoff, Payee, _____ ("**Fund**") and Borrower hereby acknowledge and agree that, effective upon our receipt of (i) an original or facsimile transmission of this letter, duly countersigned by Borrower, and (ii) the amount set forth on Schedule A annexed hereto by wire transfer of immediately available funds to the account designated below (it being understood that to the extent such amount is received after 4:00 p.m. Washington, D.C. time, on _____ Borrower shall be required to pay Additional Interest (as defined on Schedule A) to the next Business Day (the "**Pay-Off Amount**")):

(a) all of Borrower's outstanding debts, liabilities and obligations to Payee and Fund under the Note shall be satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, shall hereby be released from all liability therefor and that Borrower shall be hereby released and discharged from any and all obligations, covenants and agreements under the Note, except that Sections 6 and 7 of the Note shall survive the payment of the Note;

(b) all liens, security interests and any other similar interests, all of any kind, nature, or description, whenever and however arising, which Payee or Fund may then have in any of the assets and property, real or personal, tangible or intangible, of Borrower granted in favor of Payee or Fund for the benefit of Payee or Fund, including Liens created by, arising under, or granted to Payee or Fund for the benefit of Payee or Fund pursuant to the Security Agreement or the Collateral Documents, shall terminate and be satisfied and released;

- (c) except as set forth in clause (a) above, the Note shall terminate and be of no further force or effect, Payee and Fund shall be released from any and all obligations, covenants and agreements under the Note, and Payee and Fund shall have no further obligation to make any Advance or otherwise issue or participate in any loans;
- (d) all Collateral pledged under the Collateral Documents in the possession of Payee or Fund shall be delivered directly into the possession of Borrower; and

After receipt of the items set forth in the second paragraph of this letter, Payee hereby authorizes the Borrower and/or Silicon Valley Bank, to file all Uniform Commercial Code or other termination statements and discharges as are necessary to effectuate, or reflect the public record, the release of such security interests in the assets of the Borrower securing the payment of the Note.

The Pay-Off Amount shall be wired to Payee to the following account:

Bank:
ABA No.:
Credit:
Attn:

Reference:

After our receipt of items set forth in the second paragraph of this letter, (a) if we come into possession of any property of Borrower or of any proceeds thereof on account of the obligations evidenced by the Note, then, except as set forth below, we shall, in the form received, immediately deliver such property and proceeds to Borrower or as Borrower shall direct, provided that we shall be permitted to deduct any costs and expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional Uniform Commercial Code termination statements and other release documents as you may reasonably request to effect a complete release of all Collateral.

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

[Remainder of page intentionally left blank]

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the Commonwealth of Virginia, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Very truly yours,

RIGGS BANK NATIONAL ASSOCIATION, MCLEAN, VIRGINIA

By: 

Name: O. Clinton Jones

Title: Vice President