

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):**

Citizens Bank of Massachusetts  
(successor to USTrust)

- Individual(s)
- General Partnership
- Corporation Massachusetts
- Other
- Association
- Limited Partnership
- Citizenship

Effective date - March 20, 2001

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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No  
Student Advantage, Inc.

Street Address: 280 Summer Street  
City: Boston  
State: Massachusetts  
Country: USA Zip: 02210  
Association - Citizenship  
 General Partnership - Citizenship

Limited Partnership - Citizenship  
 Corporation Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

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

A. Trademark Application No(s).

B. Trademark Registration No(s). 1

1813986

Additional numbers attached?  Yes  No

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

Richard S. Eisert, Esq.  
DAVIS & GILBERT LLP  
1740 Broadway  
New York, New York 10019

Tel: (212) 468-4800  
Fax: (212) 468-4888  
REisert@DGLaw.com

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

1


**7. Total fee (37 CFR 1.21(h) and 3.41) \$40.00**

All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 6581-9999)

**8. Payment Information**

Deposit Account No. 502293  
Authorized User Name: Lore Traband

**9. Signature.**

  
Signature

Date 11/10/2005

Richard S. Eisert

Name of Person Signing

Total number of pages including cover sheet, and documents:

3

CH \$40.00 502293 1813986

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK**

This Termination and Release of Security Interest in U.S. Patent and Trademark Office Trademark Registration No. 1813986 for the mark STUDENT ADVANTAGE (the "Trademark") is granted to be effective on March 20, 2001, by Citizens Bank of Massachusetts, a Massachusetts banking corporation with offices at 28 State Street, Boston Massachusetts 02109 (the successor to USTrust, Massachusetts corporation, 30 Court Street, Boston, Massachusetts 02108) as collateral agent for the lenders (the "Secured Party") to Student Advantage, Inc., a Delaware corporation, with offices at 280 Summer Street, Boston, Massachusetts 02210 (the "Borrower"), as follows:

WITNESSETH

WHEREAS, Borrower and Secured Party entered into the Trademark Security Agreement, dated as of March 31, 1999 (the "Trademark Security Agreement") which was recorded with the U.S. Patent and Trademark Office (the "USPTO") on August 26, 1999 at Reel/Frame 1951/0040, et seq.

WHEREAS, pursuant to the Trademark Security Agreement, Borrower granted, conveyed, assigned, and pledged to Secured Party a continuing security interest, lien and mortgage in and to all rights, title, and interest in the Trademark (as such term is defined in the Trademark Security Agreement), to secure the payment, and performance of the secured obligations, as defined in the Trademark Security Agreement (the "Security Interest"); and

WHEREAS, the Borrower has satisfied all of the obligations contained in the Trademark Security Agreement.

WHEREAS, the Secured Party agrees to release, restore, and reassign all right, title and interest in and to the Trademark to the Borrower and to dissolve the Security Interest and any and all liens and encumbrances respecting the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases, discharges, quit claims, and relinquishes any and all right, title and interest in and to the Trademark.

IN WITNESS WHEREOF, the undersigned, by and through its authorized office, has caused this instrument to be executed under seal on the date written below to be effective November 9, 2005.

CITIZENS BANK OF MASSACHUSETTS  
(The Secured Party)

By: [Signature]  
Name: William M. Celasens  
Title: Vice President

STATE OF Mass. )  
                              ) ss.:  
COUNTY OF Suffolk )

On this 9<sup>th</sup> day of September, 2005, before me personally appeared William Clancy, to me known who, being by me duly sworn, did depose and say that he/she is the Vice President of Citizens Bank of Massachusetts described herein and which executed the foregoing instrument and that he/she signed his/her name thereto pursuant to the authority granted by Citizens Bank of Massachusetts.

Notary Public

Patricia G. Bureau  
My Commission Expires on:  
Jan. 2, 2009

