

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 2999 Frame 0644)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), as Administrative Agent		12/14/2005	National Banking Association:

RECEIVING PARTY DATA

Name:	Upstate Group, LLC (formerly known as Upstate Group, Inc.)
Street Address:	706 Forest Street
City:	Charlottesville
State/Country:	VIRGINIA
Postal Code:	22903
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2928566	4G10

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7698
 Email: ksolomon@stblaw.com
 Correspondent Name: Mark Solomon, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0019
NAME OF SUBMITTER:	Mark Solomon

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Signature:	/ms/
Date:	01/11/2006
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 14, 2005, from JPMORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank), a national association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to UPSTATE GROUP, LLC (formerly known as Upstate Group, Inc.) (the "Obligor"), a Delaware corporation.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 14, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 14, 2004, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 30, 2004, at Reel 2999 and Frame 0644; and

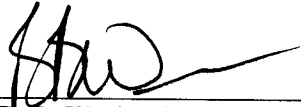
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademark listed on Schedule A hereto. For the avoidance of doubt, "Trademark Collateral," as used herein, shall not refer to any Trademarks listed on any schedule to the Security Agreement other than the Trademark listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

JPMORGAN CHASE BANK, N.A. (formerly known as JPMorgan Chase Bank)

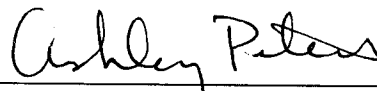
By: 
Name: B. B. Wuthrich
Title: Vice President

STATE OF GEORGIA)

COUNTY OF FULTON)

ss.:

On this 14 day of December, 2005, before me personally appeared B. Wuthrich to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A. described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.



Notary Public

(Affix Seal Below)

**My Commission Expires
August 24, 2009, Fulton County, GA**

Schedule A

U.S. Trademark Registrations

Title	Registration Number
4G10	2928566