

10/31/2005
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0551-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

CAPITAL PROTECTION, INC.

- Individual(s)
- General Partnership
- Corporation- State: CALIFORNIA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s)

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY AGREEMENT 10/31/2005
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PCS EDVENTURES!.COM, INC.

Internal

Address: 345 BOBWHITE COURT, SUITE 200

Street Address:

City: BOISE

State: IDAHO

Country: USA

Zip: 83706

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,213,678
2,511,642

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PCS
PCS EDVENTURES!.COM

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

Name: SHANNON M. WILSON

Internal Address:

Street Address: 345 BOBWHITE COURT, SUITE 200

City: BOISE

State: IDAHO

Zip: 83706

Phone Number: 208-343-3110 X101

Fax Number: 208-343-1321

Email Address: SWILSON@PCSEDTU.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$85.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Shannon M. Wilson
Signature

1/9/2006
Date

SHANNON M. WILSON: ASSISTANT CFO
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

OP \$65.00 2213678

AGREEMENT TO TERMINATE SECURITY INTEREST
AND RELEASE OF COLLATERAL

This Agreement to Terminate Security Interest and Release of Collateral ("Release") dated this 31st day of October 2005 is made by and between Capital Growth Resources and Capital Protection, Inc. ("hereinafter collectively referred to as CGR") and PCS Edventures!.com, Inc. ("PCS") concerning certain Indentured Trust notes ("Notes") whereas CGR acted as the Placement Agent and Trustee for such offerings indicated in the Placement Agent Agreement ("Agreement"). To secure the obligations of PCS under the Agreement and the Notes, PCS granted to CGR a security interest in certain collateral described therein.

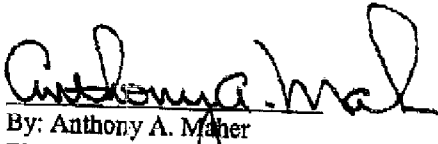
WHEREAS, PCS has fulfilled the terms of the Notes and there is no outstanding obligations between the parties, and the parties have agreed to terminate the Notes as of the date of this Release.

NOW, Therefore it is hereby agreed that:

1. The Notes shall be terminated as of the date of this Release.
2. As of the date of this Release, CGR hereby unconditionally and irrevocably RELEASES the security interest in the Collateral, including any Intellectual Property Collateral, and DISCHARGES PCS from all its past, present and future (actual or contingent) liabilities to CGR under the Notes, including any liability with respect to the Collateral. Upon the execution of this Release, the Collateral shall be absolutely freed and discharged of and from CGR's security interest as provided in the Notes.
3. CGR further undertakes and agrees to do all acts and things and/or execute any further documents as PCS may reasonably request to carry into effect or to give legal effect to the provisions of this Release, including but not limited to two assignments regarding the PCS@ and PCS Edventures!.com@ marks, and execution of a UCC-3 to be filed with the Secretary of State of the State of Idaho.
4. This Release may not be amended except in writing signed by the parties. This Release shall be governed by and construed under the laws of the State of Idaho without regard to principles of conflicts of law.

IN WITNESS WHEREOF, this Release had been duly executed as of the day and year first above written.

PCS Edventures!.com, Inc.


By: Anthony A. Maher
Title: Chairman, President, CEO

Capital Growth Resources, ~~Inc.~~ and
Capital Protection, Inc.


By: _____
Title: CEO