

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp Trustee Company Limited		03/08/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	e-gatematrix, llc		
Street Address:	11710 Plaza Drive America		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2742889	E-GATEMATRIX	
Registration Number:	2742890	E-GATEMATRIX	
Registration Number:	2706317	INFLIGHT EXCHANGE (IFX)	
Registration Number:	2706318	IFX	
CORRESPONDENCE DATA			
Fax Number:	(202)783-0145		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	carey.lening@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Carey Lening		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	354086		
NAME OF SUBMITTER:	Carey Lening		

CH \$115.00 2742889

Signature:	/cni/
Date:	03/20/2006
Total Attachments: 4 source=354086#page1.tif source=354086#page2.tif source=354086#page3.tif source=354086#page4.tif	

**TERMINATION AND RELEASE
OF
TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT, dated as of March 8, 2006, by **CITICORP TRUSTEE COMPANY LIMITED**, a corporation with an address at 111 Wall Street, 14th Floor, New York, NY 10005, as Security Trustee (the "Security Trustee") for itself and the other Lenders (as defined in the Collateral Agreement) in connection with the Trademark and Trademark Applications Security Agreement (the "Trademark Agreement") by and between e-gatematrix, llc, a Delaware limited liability company (the "Assignor") and the Security Trustee.

WHEREAS, pursuant to the U.S. Collateral Agreement dated as of December 19, 2002 (the "Collateral Agreement") among Gate Gourmet Borrower LLC, Gate Gourmet Delaware Holding Inc., Gate Gourmet, Inc., Gate Safe, Inc., e-gatematrix, llc, Gate Gourmet Delaware Inc., Gate Gourmet US, Inc., Gate Gourmet Holdings, Inc. (collectively, the "Grantors") and the Security Trustee, each of the Grantors has granted to the Security Trustee, for the benefit of the Lenders and the Security Trustee, a security interest in certain of the Grantors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications of the Assignor listed on Exhibit A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Collateral Agreement);

WHEREAS, pursuant to the Collateral Agreement, Assignor and the Security Trustee entered into the Trademark Agreement, which Trademark Agreement was recorded March 4, 2003 with the United States Patent and Trademark Office at Reel 2682, Frame 0654 for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Trademark Agreement, Assignor granted to the Security Trustee, for the benefit of the Security Trustee and the Lenders, a security interest in, and granted, assigned and conveyed to the Security Trustee, for the benefit of the Security Trustee and the Lenders, by way of collateral security, Assignor's entire right, title and interest in and to, the Trademarks (as defined in the Collateral Agreement); and

WHEREAS, the Security Trustee has agreed to terminate and release the Trademark Agreement and assign and transfer to Assignor the Security Trustee's right, title and interest in the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Trustee hereby terminates and releases the Trademark Agreement and discharges all of the Security Trustee's security interest in the Trademarks and all other security interests granted under the Trademark Agreement and assigns and transfers to Assignor, without representation, warranty or recourse, all of the Security Trustee's right, title and interest in and to the Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

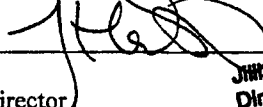
This document may be filed, along with any other necessary documentation, with the United States Patent and Trademark Office, or any applicable state trademark office, to evidence the termination and release granted herein. The Security Trustee hereby agrees to deliver, at

Assignor's expense, any further releases or termination statements as may be reasonably necessary to effect the termination and release contemplated hereby.

CITICORP TRUSTEE COMPANY LIMITED, as Collateral Agent for the benefit of the Lenders

By: _____  David Maras
Director

Its Director

By: _____  Julian Hamblin
Director
Agency & Trust
Citigroup Centre
25 Canada Square
Canary Wharf
London E14 5LB

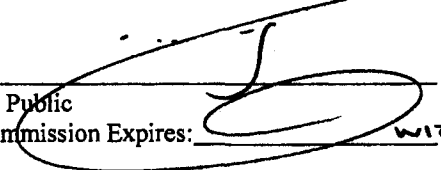
Its Director

ENGLAND)
CITY OF LONDON)

ss: London March 8 2006

On this the 8TH day of March, 2006, before me JEREMY BRANKE BURGESS, the undersigned officers, personally appeared DAVID MARAS and JULIAN HAMBLIN acknowledged themselves to be the directors of Citicorp Trustee Company Limited, and that they as such directors, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking corporation by themselves as such directors and as their and its free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public
My Commission Expires: _____  WITH LIFE

Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life

EXHIBIT A

Trademarks and Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
e-gatematrix, llc	E-GATEMATRIX	76/092047	2742889
e-gatematrix, llc	E-GATEMATRIX (Logo)	76/092048	2742890
e-gatematrix, llc	INFLIGHT EXCHANGE	76/299640	2706317
e-gatematrix, llc	IFX	76/299641	2706318

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