

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): Black Diamond Commercial Finance, LLC One Hibiscus Alley St. Thomas, VI 00802 Individual(s) Association General Partnership Limited Partnership Corporation Other Limited Liability Company Citizenship United States Virgin Islands Execution Date(s) February 28, 2006 Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? X Yes No Name: Smarte Carte Corporation Internal Address: Street Address: 4455 White Bear Parkway City: St. Paul State: MN Country: USA Zip: 55110-7641 Association - Citizenship General Partnership - Citizenship Limited Partnership - Citizenship X Corporation - Citizenship Delaware Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached Yes X No.

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Government Interest Assignment X Other Release of Security Interest in Trademarks

4. Application number(s) or registration number(s): A. Trademark Application No(s): 78310731 B. Trademark Registration No(s): 1987243 1990031 2267689 1990036 2155203 2264167 1988663 2443043 11448455 1990032 1420480 1126672 2146624 2393988 1014325 Additional numbers attached? X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Sanjana Chopra, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3925 Fax: (917) 777-3925 SChopra@skadden.com

6. Total number of applications and registrations involved: 20 7. Total fee (37 CFR 1.21(h) and 3.41) \$420 X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 697870/1) 8. Payment Information Deposit Account No. 19-2385 Authorized user Name: Philip H. Bartels

9. Signature: Sanjana Chopra Signature Date: March 16, 2006 Sanjana Chopra Name of Person Signing Total number of pages including cover sheet, and documents: 6

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**CONTINUATION OF Item 2. Names of Additional Receiving Parties**

**Smarte Carte Inc.  
4455 White Bear Parkway  
St. Paul, MN 55110-7641  
Minnesota Corporation**

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**CONTINUATION OF Item 4B. Additional Registration Numbers**

<b>1923545</b>
<b>3028036</b>
<b>2949770</b>
<b>1468251</b>

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS is given as of this ~~28~~ day of ~~February~~ 2006, by BLACK DIAMOND COMMERCIAL FINANCE, LLC, a United States Virgin Islands limited liability company, located at One Hibiscus Alley, St. Thomas, VI 00802, in its capacity as Administrative Agent for the Lenders Parties to the Credit Agreement, (as such terms are defined in the Security Agreement referred to below) ("Assignor"), in favor of SMARTE CARTE CORPORATION, a Delaware corporation, located at 4455 White Bear Parkway, St. Paul, MN 55110-7641, and SMARTE CARTE INC., a Minnesota corporation, located at 4455 White Bear Parkway, St. Paul, MN 55110-7641 (together, the "Assignee"). Capitalized terms used in this RELEASE OF SECURITY INTERESTS IN TRADEMARKS but not defined herein shall have the respective meanings ascribed to them in the Pledge and Security Agreement, dated as of May 26, 2005 among Assignor, the Assignee and the other parties thereto, (the "Security Agreement").

**WHEREAS**, Assignor and Assignee, among other parties, entered into the Security Agreement, and Assignor and Smarte Carte Corporation entered into a Trademark Security Agreement, dated as of May 26, 2005, which was recorded with the U.S. Patent and Trademark Office on June 13, 2005, at Reel 3130 / Frame 0366, and Assignor and Smarte Carte Inc. entered into a Trademark Security Agreement, dated as of May 26, 2005, which was recorded with the U.S. Patent and Trademark Office on September 29, 2005, at Reel 3203 / Frame 0693, (together, the "Trademark Security Agreements");

**WHEREAS**, pursuant to said Security Agreement and Trademark Security Agreements, as security for the prompt and complete payment and performance in full of the Obligations, Assignee granted to Assignor a security interest in and continuing lien upon on all of the right, title and interest in all of Assignee's Trademarks, whether then owned or existing or thereafter acquired or arising, and wherever located, including, the United States registered trademarks and service marks and trademark and service mark applications listed on Schedule A hereto (the "Trademark Collateral"); and

**WHEREAS**, Assignor desires to release its security interest in and continuing lien on the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in and continuing lien on the Trademark Collateral and reassigns any and all interest that it may have therein to Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date above first written.

ASSIGNOR:

BLACK DIAMOND COMMERCIAL FINANCE LLC

By: Robert Mello  
Name: Robert Mello  
Title: Vice President

STATE OF ) Connecticut  
          ) SS.  
COUNTY OF ) Fairfield

I, a notary public, in and for the county and state aforesaid, do hereby certify that Robert Mello personally known to me to be the Vice President of BLACK DIAMOND COMMERCIAL FINANCE LLC, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 24 day of February 2006.

Joana Jimenez  
Notary Public

JOANA JIMENEZ  
NOTARY PUBLIC  
My commission expires 4/30/2008

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<u>Mark</u>	<u>Date Registered</u> <u>(Filing Date)</u>	<u>Reg. No.</u> <u>(Serial Number)</u>
Design	07/16/96	1987243
Design	07/30/96	1990036
Design	07/23/95	1988663
Design	07/30/95	1990032
Design	03/24/98	2146624
Design	07/30/96	1990031
Design	05/05/98	2155203
ENTERPRISE GPS	04/10/01	2443043
SMARTE CARTE	12/09/86	1420480
SMARTE DOOR	(10/08/03)	(78/310731)
SMARTE KEY	10/10/00	2393988
SMARTELOCKE	08/03/99	2267689
SMARTE PLANNER	07/27/99	2264167
SMARTE TALKE	07/21/87	1448455
SMARTECARTE	11/13/79	1126672
SMARTECARTE	06/24/75	1014325
SMARTECARTE	10/03/95	1923545
SMARTEWHEELS	12/13/05	3028036
WORLDCARTE	5/10/05	2949770
CONCOURSE	12/08/87	1468251