

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE		04/28/2006	Collateral agent: NEW YORK
RECEIVING PARTY DATA			
Name:	PEM MANAGEMENT, INC.		
Street Address:	300 Delaware Avenue, Suite 1225		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2977952	MOTION EXPRESS	
Registration Number:	2951197	IN MOTION	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-979-1000		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Allison Z. Gifford, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E2419-5		
NAME OF SUBMITTER:	Allison Z. Gifford		
Signature:	/allison z. gifford/		
Date:	05/15/2006		

CH \$65.00 2977952

Total Attachments: 2

source=tmassign0566#page1.tif

source=tmassign0566#page2.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas, CREDIT SUISSE, as collateral agent (in such capacity, the "Collateral Agent"), at Eleven Madison Avenue, New York, New York, 10010, (hereinafter referred to as the "Lien Holder"), was granted a second security interest in certain trademarks (the "Marks") set forth on Schedule A hereto, by PEM MANAGEMENT, INC., a corporation organized under the laws of the State of Delaware, and having a business address of 300 Delaware Avenue, Suite 1225, Wilmington, Delaware 19801 (hereinafter referred to as "PEM"), pursuant to the Second Lien Trademark Security Agreement dated as of May 25, 2005, among PEM and the Collateral Agent; and

Whereas, the second security interest in the Marks was recorded with the United States Patent and Trademark Office at Reel No. 3107 and Frame No. 0566 (the "Security Interest"); and

Whereas, the Lien Holder is desirous of releasing the Security Interest;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release (without recourse and without any representation or warranty), unto PEM, and the successors and assigns of PEM, the Security Interests in the Marks set forth on Schedule A attached hereto, including without limitation any security interests which Lien Holder may have obtained in the Marks and in any continuations, continuations-in part, divisional or reissue applications claiming priority to the Marks; and

The Lien Holder agrees to take all lawful acts and execute all lawful documents which PEM or any assignee of the Marks reasonably may request which are necessary to render this release fully effective and to record this release in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, all at the cost and expense of the PEM or such assignee (as the case may be).

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

Dated: April 28, 2006

By: 
Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**

Dated: April 28, 2006

By: 
Name: **MIKHAIL FAYBUSOVICH**
Title: **ASSOCIATE**

SCHEDULE A

1. U.S. Trademark No. 2,977,952, issued July 26, 2005, for MOTION EXPRESS.
2. U.S. Trademark No. 2,951,197, issued May 17, 2005, for IN MOTION.