

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
Merrill Lynch Capital, a division of Merrill Lynch Business & Finance Services, Inc.		04/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	101 Communications LLC
Street Address:	9121 Oakdale Avenue
Internal Address:	Suite 101
City:	Chatsworth
State/Country:	CALIFORNIA
Postal Code:	91311
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78540303	THE SMARTIES
Serial Number:	78481956	CAMPUS TECHNOLOGY
Registration Number:	3004240	RECHARGER
Registration Number:	2998251	RECHARGER
Registration Number:	2984803	RECHARGER
Registration Number:	2984802	RECHARGER
Registration Number:	2595505	CERTCITIES
Registration Number:	2532557	101COMMUNICATIONS
Registration Number:	2377099	ENT
Registration Number:	2361155	IT DAYBOOK
Registration Number:	2146251	SYLLABUS
Registration Number:	1970222	SYLLABUS

CH \$365.00 78540303

Registration Number:	1937606	APPLICATION DEVELOPMENT TRENDS
Registration Number:	1491071	FEDERAL COMPUTER WEEK

CORRESPONDENCE DATA

Fax Number: (203)975-7180
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2033536878
Email: trademark@eapdlaw.com
Correspondent Name: Kathryn Grant Belleau, Esq.
Address Line 1: 101 Federal Street
Address Line 2: P. O. Box 55874
Address Line 4: Boston, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER:	44155.0070
NAME OF SUBMITTER:	Kathryn Grant Belleau, Esq.
Signature:	/kathryn grant belleau/
Date:	07/05/2006

Total Attachments: 3
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101COMMUNICATIONS LLC
9121 Oakdale Avenue, Suite 101
Chatsworth, California 91311

Re: Credit Agreement among 101communications LLC ("Borrower"), the lenders or other financial institutions or entities parties thereto, as lenders (the "Lenders"), and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., individually as a Lender, as Administrative Agent ("Agent"), Sole Bookrunner and Sole Lead Arranger (the "Agent"), dated as of March 21, 2005 (as amended, the "Credit Agreement")

Ladies & Gentlemen:

You have advised the Lenders that Borrower intends to prepay all amounts owed to the Lenders under the Credit Agreement on or about April 6, 2006 (the "Prepayment"). Subject to Borrower's acceptance of this letter, it is agreed as follows:

1. Defined terms. Terms used in this letter and otherwise not herein defined shall have the respective meanings assigned to such terms in the Credit Agreement.
2. Consent to Prepayment; Payoff. Agent, on behalf of itself and the Lenders, hereby consents to the Prepayment (including the incurrence of Debt and Liens by Borrower to consummate the Prepayment) subject to the condition precedent that the Lenders shall receive, in immediately available funds, an amount equal to the Payoff Amount referred to below.

For purposes of this letter, the term "Payoff Amount" shall mean \$17,765,956.26 (as broken down on Schedule A hereto), plus, if payment is received after 12 noon (New York time) on April 6, 2006, \$4,742.71 in interest and fees accrued for each day thereafter until payment is received in full by the Lenders; provided that in the event the Base Rate shall change after the date hereof but before payment is received in full by the Lenders and/or if any amounts under the Credit Agreement are borrowed or prepaid on or after the date hereof, the Payoff Amount shall be increased or decreased accordingly and as calculated by Agent. Section 2.3 of the Credit Agreement is incorporated herein by reference.

3. Wire instructions. The Payoff Amount shall be transferred by wire to Agent for the Lenders' account in accordance with the following instructions:

LaSalle Bank, Chicago
ABA No.: 071000505
Account No: 5800393182
Account Name: MLBFS
Reference: 101 Communications LLC

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4. Release of liens; Notes. Concurrently with the receipt by the Lenders of the Payoff Amount, Agent agrees (i) that all liens, security interests, pledges, mortgages and other collateral interests in favor of Agent under the Financing Documents shall thereupon be deemed terminated and released, and to evidence the foregoing Agent agrees promptly to deliver to Borrower, or its designee, such UCC termination statements and other releases and discharges as shall reasonably be requested by Borrower.
5. Effect on Financing Documents; Termination of Commitments. Except as otherwise provided herein, this letter shall not be construed as a modification or waiver of any terms or conditions of the Credit Agreement or the other Financing Documents, all of which shall continue in full force and effect until receipt by the Lenders in full of the Payoff Amount; provided that all commitments of the Lenders under the Credit Agreement (including without limitation any revolving loan commitments) which theretofore shall not have expired shall be deemed terminated concurrently with the payment of the Payoff Amount.
6. Expenses: Notwithstanding any terms herein to the contrary (including without limitation the payment by Borrower of the Payoff Amount and the release and termination pursuant to paragraph 4 hereof), Borrower agrees to pay such fees and expenses specified in Section 9.1 of the Credit Agreement, including without limitation the reasonable fees and expenses of Agent's outside counsel in connection with the transactions contemplated hereby.
7. Effect of this letter. This letter shall become a legally binding agreement between Agent and Borrower upon Borrower's acceptance hereof. Unless the Payoff Amount has been received by Agent by 12 noon (New York time) on April 13, 2006, this letter shall automatically terminate and be deemed null and void.

Please acknowledge your acceptance of this letter by executing and returning a copy hereof to the undersigned.

Sincerely yours,

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business
Financial Services Inc., as Administrative Agent

By: 

Name: Vance M. Zarnosa

Title: VP

Accepted on this ____ day of April, 2006:

101 COMMUNICATIONS LLC

By: 

Name: Stuart R. Coppens

Title: CFO