

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/29/2007	National Banking Association:

RECEIVING PARTY DATA

Name:	Granite Systems, Inc.
Street Address:	1228 Elm Street
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2676049	XPERWORX
Registration Number:	2514467	XPERCOM
Registration Number:	2615081	IPEX
Registration Number:	2544091	XPERWEB
Registration Number:	2605851	XNG
Registration Number:	2821048	GATEWAYXNG
Registration Number:	2821047	WORXNG
Registration Number:	2821046	VIEWXNG
Registration Number:	2819482	IPEXNG
Registration Number:	2824817	WEBXNG

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003575 FRAME: 0971

900081131

OP \$265.00 2676049

Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0021
-------------------------	-------------

NAME OF SUBMITTER:	Kirstie Howard
--------------------	----------------

Signature:	/kh/
------------	------

Date:	07/06/2007
-------	------------

Total Attachments: 4
source=GraTR358#page1.tif
source=GraTR358#page2.tif
source=GraTR358#page3.tif
source=GraTR358#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of June 29, 2007, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Granite Systems Inc., (the "Grantor"), a Delaware corporation with its principal place of business located at 1228 Elm Street, Manchester, NH 03101.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of March 15, 2005, made by the Grantor in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 15, 2005, among the Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Trademark Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 5, 2005, at Reel 3060 and Frame 0358; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall have the meaning provided by reference in the Trademark Security Agreement (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: **TINA L. RUYTER**
Title: **VICE PRESIDENT**

STATE OF New York)
COUNTY OF New York)

SS.:

On this 2nd day of ^{July}~~June~~, 2007, before me personally appeared
Tina Ruyter to me known who, being by me duly sworn, did depose and say that
he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to
the authority granted by JPMorgan Chase Bank, N.A.

Edeline C. Adderley
Notary Public

(Affix Seal Below)

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

Schedule A

Trademarks of Granite Systems, Inc.

U.S. Registered Trademarks:

Xperworx	No. 2,676,049	Registered January 21, 2003
Xpercom	No. 2,514,467	Registered December 4, 2001
ipeX	No. 2,615,081	Registered September 3, 2002
Xperweb	No. 2,544,091	Registered March 5, 2002
Xng	No. 2,605,851	Registered August 6, 2002
gatewayXng	No. 2,821,048	Registered March 9, 2004
worXng	No. 2,821,047	Registered March 9, 2004
viewXng	No. 2,821,046	Registered March 9, 2004
ipeXng	No. 2,819,482	Registered March 2, 2004
webXng	No. 2,824,817	Registered March 23, 2004

CTM Registered Trademarks:

Granite	No. 2,377,638	Registered March 31, 2003
Company logo design	No. 2,378,636	Registered January 20, 2003
Xpercom	No. 2,377,752	Registered October 15, 2002
Xng	No. 2,377,620	Registered April 6, 2004
Granite Systems	No. 2,377,935	Registered May 12, 2004