

**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
MB Financial Bank N.A.		03/04/2008	National Association:

**RECEIVING PARTY DATA**

Name:	Cole Information Services, Inc.
Street Address:	3401 NW 39th Street
Internal Address:	Suite C
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68524-2200
Entity Type:	CORPORATION: NEBRASKA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3195798	COLE INFORMATION SERVICES
Registration Number:	3167752	COLE DIGITAL DIRECTORY
Registration Number:	3167753	COLE
Registration Number:	3285550	COLE PUBLICATIONS
Registration Number:	3352470	COLE

**CORRESPONDENCE DATA**

Fax Number: (216)241-0816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2166228672  
 Email: ipdocket@calfee.com  
 Correspondent Name: Timothy J. Connors  
 Address Line 1: 800 Superior Avenue  
 Address Line 2: 1400 KeyBank Center  
 Address Line 4: Cleveland, OHIO 44114

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ATTORNEY DOCKET NUMBER:	32763/04000
NAME OF SUBMITTER:	Debra L. Hale
Signature:	/dlh/
Date:	10/15/2008
Total Attachments: 5 source=00405534#page1.tif source=00405534#page2.tif source=00405534#page3.tif source=00405534#page4.tif source=00405534#page5.tif	

March 4, 2008

MetroGroup Marketing Services, Inc.  
Cole Information Services, Inc.

Re: **Paydown and Release Letter**

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement, dated as of December 30, 2005 (as amended, the "Credit Agreement"), among MetroGroup Marketing Services, Inc. ("Metro") and Cole Information Services, Inc. ("Cole" and, together with Metro, the "Companies"), as borrowers, and MB Financial Bank N.A. ("Bank"). The Companies have advised the Bank that (i) MetroGroup Holding, LLC ("Holding") has entered into a Membership Interest Purchase Agreement dated March 4, 2008 (the "Purchase Agreement") with Cole Acquisition, Inc., a Delaware corporation (the "Purchaser") pursuant to which Holdings will sell all of the outstanding membership interests of Cole Holding, LLC ("Cole Holding") to the Purchaser (the "Sale") and (ii) in connection with the Sale, Cole Holding and Cole expect to obtain refinancing (the "Refinancing") from KeyBank National Association ("New Lender"). All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Bank's receipt today of (i) a federal funds wire transfer in the amount of not less than \$11,800,000 (the "Release Amount") (which amount shall be applied by Bank as directed by Holding in a manner permitted under the Credit Agreement) and (ii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Companies and each other Loan Party (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Effective Time"), Bank agrees to deliver to Cole the original stock certificates and other instruments in Bank's possession and UCC-3 termination statements, releases of liens, discharges, terminations and other release documentation executed by it releasing Bank's liens and security interests in all of the equity interests in, and assets and property of, Cole and Cole Holding (together, the "Released Loan Parties") (such equity interests, assets and property, the "Released Property"); provided that the Released Property shall not include the assets or property of any other Loan Party.

Upon the Effective Time, the Bank agrees and acknowledges that (subject to the paragraphs below with respect to returned Checks) (i) the Released Loan Parties (but not any other Loan Party) shall be discharged and released from their respective Obligations under the Loan Documents and (ii) all security interests and other liens granted to or held by Bank in any Released Property as security for the Obligations shall automatically be satisfied, released and discharged and (iii) New Lender shall be authorized, without further action of any kind on the part of Bank, to file UCC-3 termination statements terminating all UCC financing statements filed by Bank against the Released Loan Parties with respect to the security interests held by Bank in any Released Property as security for the Obligations. Further, Bank agrees to take all reasonable additional steps requested by the Released Loan Parties as may be necessary

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to release its security interests in the Released Property. The Loan Parties agree to pay Bank for all out-of-pocket costs and expenses incurred by Bank in connection with the matters referred to in the previous sentence, and acknowledge that Bank's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Released Loan Parties as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Bank as to Bank's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any such collateral, or any other matter. The Released Loan Parties hereby confirm that the commitments of Bank to make Loans to the Released Loan Parties or incur Letter of Credit Obligations under the Loan Documents for the benefit of the Released Loan Parties are terminated as of the Effective Time, and, as of the Effective Time, Bank shall not have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, any Released Loan Party or to renew, extend or amend any existing Letter of Credit Obligations on behalf of any Released Loan Party.

The Release Amount referred to above should be sent by federal funds wire transfer as follows:

MB Financial Bank, N.A.  
6111 North River Road  
Rosemont, IL 60018  
ABA# 071001737  
Credit to CBS Loan Clearing  
Account # 0100-1030000

For further credit to:  
MetroGroup Marketing Services, Inc.

In addition, the Released Loan Parties agree that, upon the Effective Time, the Released Loan Parties release Bank and its affiliates and subsidiaries and its officers, directors, employees, shareholders, agents and representatives as well as its successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Released Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents.

The Release Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by Bank from (or on behalf of) the Released Loan Parties and credited to the Obligations are good collected funds. In consideration of Bank's release of the liens and security interests in and to any Released Property, the Loan Parties (including without limitation the Released Loan Parties) agree to reimburse Bank for all losses and liabilities which Bank may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Bank promptly by the Loan Parties upon Bank's demand therefor, and the amount of


such demand shall be conclusive upon the Loan Parties in the absence of manifest error. All claims hereunder against the Released Loan Parties must be made within thirty (30) days after the Effective Time.

Notwithstanding anything to the contrary herein, (i) all terms, conditions, covenants, representations and warranties contained in the Credit Agreement and the other Loan Documents, (ii) the respective joint and several liability of each of the Loan Parties (other than the Released Loan Parties) in respect of the Obligations, (iii) the liens and security interests granted by, or on behalf of, each of the Loan Parties (other than the Released Loan Parties) as security for the Obligations or its guaranty of same, and (iv) the rights, remedies, powers, privileges, benefits and protections of Bank under any or all of the Credit Agreement and/or the other Loan Documents, shall remain in full force and effect and are not released, discharged, terminated, altered, amended, waived, reduced, diminished or otherwise modified in any manner as a result of or due to the execution, delivery and effectiveness of this Agreement.

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

Very truly yours,

**MB FINANCIAL BANK N.A., as Bank**

By:   
Name: Thomas R. Watts  
Its: Senior Vice President

ACCEPTED and AGREED:

**METROGROUP MARKETING SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLE INFORMATION SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**METROGROUP HOLDING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLE HOLDING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

Very truly yours,

MB FINANCIAL BANK N.A., as Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

ACCEPTED and AGREED:

METROGROUP MARKETING SERVICES, INC.

By: Shoshanna Vernick  
Name: Shoshanna Vernick  
Title: Secretary

COLE INFORMATION SERVICES, INC.

By: Shoshanna Vernick  
Name: Shoshanna Vernick  
Title: Secretary

METROGROUP HOLDING, LLC

By: Shoshanna Vernick  
Name: Shoshanna Vernick  
Title: Secretary

COLL HOLDING, LLC

By: Shoshanna Vernick  
Name: Shoshanna Vernick  
Title: Secretary