

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as First Lien Agent		07/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Electrograph Systems, Inc.
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: NEW YORK

Name:	Electrograph Holdings, Inc.
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: DELAWARE

Name:	Electrograph Technologies Corp.
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: NEW YORK

Name:	Coastal Office Products, Inc.
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK

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Postal Code:	11788
Entity Type:	CORPORATION: MARYLAND

Name:	Activelight, Inc.
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: WASHINGTON

Name:	Cinelight Corporation
Street Address:	50 Marcus Boulevard
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1860154	MEC
Registration Number:	2274543	MANCHESTER THE ANSWER
Registration Number:	2274544	MANCHESTER THE ANSWER
Registration Number:	2274545	THE ANSWER
Registration Number:	2281680	MANCHESTER
Registration Number:	2276175	MANCHESTER THE ANSWER
Registration Number:	2274548	MANCHESTER THE ANSWER
Registration Number:	2278177	MANCHESTER THE ANSWER
Registration Number:	2272389	MANCHESTER
Registration Number:	2276177	MANCHESTER
Registration Number:	2272390	MANCHESTER
Registration Number:	2274553	MANCHESTER
Registration Number:	2290243	MANCHESTER THE ANSWER
Registration Number:	2272391	MANCHESTER
Registration Number:	2281681	THE ANSWER
Registration Number:	2290246	MANCHESTER
Registration Number:	2281684	MANCHESTER THE ANSWER
Registration Number:	2434608	MARKETPLACE 4U

Registration Number:	2383153	MARKETPLACE4U
Registration Number:	2381373	MARKETPLACE4U.COM
Registration Number:	2389814	MARKETPLACE 4 U.COM
Registration Number:	2434948	I
Registration Number:	2596952	ELECTROGRAPH
Registration Number:	2685248	DISPLAY TECHNOLOGY SOLUTIONS
Registration Number:	2617004	TELSTARR
Registration Number:	2761274	VALUE-ADDED-PLUS
Registration Number:	2323206	ACTIVELIGHT
Registration Number:	2323237	ACTIVE LIGHT
Registration Number:	2323238	ACTIVE LIGHT
Serial Number:	78629479	DIGITAL ONE NETWORK
Registration Number:	3117024	CINELIGHT
Registration Number:	1772038	INTERNATIONAL COMPUTER GRAPHICS
Registration Number:	1779322	ICG
Registration Number:	2395270	ICG

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09637.233001
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	08/18/2009

Total Attachments: 6
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**TERMINATION AND RELEASE
OF SECURITY INTERESTS IN TRADEMARKS**

WHEREAS, ELECTROGRAPH SYSTEMS, INC., a New York corporation ("ESI"), ELECTROGRAPH HOLDINGS, INC., a Delaware corporation ("Holdings"), ELECTROGRAPH TECHNOLOGIES CORP., a New York corporation ("ETC"), CHAMPION VISION, INC., a New York corporation ("Champion"), and COASTAL OFFICE PRODUCTS, INC., a Maryland corporation ("Coastal" and together with ESI, Holdings, ETC, and Champion collectively the "Grantors"), were previously obligated to ANTARES CAPITAL CORPORATION, in its capacity as First Lien Collateral Agent for Lenders (hereinafter "Antares") under a Credit Agreement, dated as of August 1, 2005 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Grantors executed an Intellectual Property Security Agreement dated August 1, 2005, (as amended, restated supplemented or otherwise modified from time to time, hereinafter the "IP Security Agreement") in favor of Antares covering the Trademark Collateral (as defined in the IP Security Agreement), including without limitation the registered trademarks and applications for trademark registration listed in Schedule I attached hereto; and

WHEREAS, the IP Security Agreement was recorded against the Trademark Collateral in Schedule I, which is owned by ESI, in the Assignment Division of the United States Patent and Trademark Office on August 4, 2005, at reel/frame number 3134/0510; and

WHEREAS, a supplement to the IP Security Agreement was executed on February 21, 2006, by ACTIVELIGHT, INC., a Washington Corporation ("Activelight"), and CINELIGHT CORPORATION, a Washington corporation ("Cinelight"), and recorded against certain other of the Trademark Collateral in Schedule I, assigned on that same date by Activelight and Cinelight to ESI, in the Assignment Division of the United States Patent and Trademark Office on March 21, 2006, at reel/frame number 3273/0013; and

WHEREAS, INTERNATIONAL COMPUTER GRAPHICS, INC., a California Corporation ("ICG") became a Grantor under the Amended and Restated Credit Agreement dated June 16, 2006.

WHEREAS, another supplement to the IP Security Agreement was executed on June 16, 2006, by ICG and recorded against certain other Trademark Collateral in Schedule I and owned by ICG in the Assignment Division of the United States Patent and Trademark Office on June 20, 2006, at reel/frame number 3334/0180; and

WHEREAS, the Grantors have satisfied their obligations to Antares.

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

1. Release. Antares does hereby acknowledge that the Grantors have satisfied their obligations referenced herein and Antares hereby releases all right, title, and interest in and to, and all security interests and other liens upon, the Trademark Collateral, including without limitation the trademarks listed in Schedule 1 attached hereto, together with the goodwill of the business symbolized by the Trademark Collateral and the registration thereof, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Further Assurances. Antares 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 in the Trademark Collateral contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, Antares Capital Corporation has caused this Termination and Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the 27th day of July, 2009.

ANTARES CAPITAL CORPORATION

By: Michelle Florch
Name: Michelle Florch
Title: Duly Authorized Signatory

STATE OF Connecticut)
COUNTY OF Fairfield) SS.:

On this 2nd day of July, 2009, before me personally appeared Michelle Handy the Duly Authorized Signatory of ANTARES CAPITAL CORPORATION, the corporation described herein and who executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS; and that she/he acknowledges the instrument to be the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

Mary E. Proccini
Notary Public

MARY E. PROCCINI
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010

**SCHEDULE I
TO THE
TERMINATION AND RELEASE
OF SECURITY INTERESTS IN TRADEMARKS**

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
MEC	1,860,154	10/25/1994	74/456,459	11/04/1993
MANCHESTER THE ANSWER	2,274,543	08/31/1999	75/562,399	10/01/1998
MANCHESTER THE ANSWER	2,274,544	08/31/1999	75/562,450	10/01/1998
THE ANSWER	2,274,545	08/31/1999	75/562,251	10/01/1998
MANCHESTER	2,281,680	09/28/1999	75/562,485	10/01/1998
MANCHESTER THE ANSWER	2,276,175	09/07/1999	75/562,770	10/01/1998
MANCHESTER THE ANSWER	2,274,548	08/31/1999	75/562,811	10/01/1998
MANCHESTER THE ANSWER	2,278,177	09/14/1999	75/562,812	10/01/1998
MANCHESTER	2,272,389	08/24/1999	75/562,896	10/01/1998
MANCHESTER	2,276,177	09/07/1999	75/563,229	10/01/1998
MANCHESTER	2,272,390	08/24/1999	75/563,230	10/01/1998
MANCHESTER	2,274,553	08/31/1999	75/563,231	10/01/1998
MANCHESTER THE ANSWER	2,290,243	11/02/1999	75/563,240	10/01/1998
MANCHESTER	2,272,391	08/24/1999	75/563,241	10/01/1998
THE ANSWER	2,281,681	09/28/1999	75/563,329	10/01/1998
MANCHESTER	2,290,246	11/02/1999	75/563,639	10/01/1998

MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
MANCHESTER THE ANSWER	2,81,684	09/28/1999	75/563,848	10/01/1998
MARKETPLACE 4U	2,434,608	03/13/2001	75/652,820	03/03/1999
MARKETPLACE4U	2,383,153	09/05/2000	75/812,453	09/30/1999
MARKETPLACE4U.COM	2,381,373	08/29/2000	75/812,458	09/30/1999
MARKETPLACE 4 U.COM	2,389,814	09/26/2000	75/815,822	10/05/1999
I	2,434,948	03/13/2001	75/855,980	11/22/1999
ELECTROGRAPH	2,596,952	07/23/2002	76/079,836	06/29/2000
DISPLAY TECHNOLOGY SOLUTIONS	2,685,248	02/11/2003	76/079,837	06/29/2000
TELSTARR	2,617,004	09/10/2002	76/178,704	12/11/2000
VALUE-ADDED-PLUS	2,761,274	09/09/2003	76/437,991	08/05/2002
ACTIVELIGHT	2,323,206	02/29/2000	75/506,138	06/23/1998
ACTIVE LIGHT	2,323,237	02/29/2000	75/511,951	07/01/1998
ACTIVE LIGHT	2,323,238	02/29/2000	75/511,955	07/01/1998
DIGITAL ONE NETWORK			78/629,479	05/13/2005
CINELIGHT	3,117,024	07/18/2006	78/680,843	07/28/2005
INTERNATIONAL COMPUTER GRAPHICS	1,772,038	05/18/1993	74/274,260	05/11/1992
ICG	1,779,322	06/29/1993	74/274,261	05/11/1992
ICG	2,395,270	10/17/2000	75/711,217	05/20/1999