

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
PSINet Inc.		02/20/2002	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	FOLIOfn, Inc.		
Street Address:	8401 Old Courthouse Road		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2663525	FOLIOTRADE	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-420-2200		
Email:	gregoryd@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	E0008.0020		
NAME OF SUBMITTER:	Donald A. Gregory		
Signature:	/DAG/		
Date:	12/07/2012		

OP \$40.00 2663525

Total Attachments: 8

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February 20, 2002

Michael A. Bell
Chief Administrative Officer
and General Counsel
FOLIOfn, Inc.
8401 Old Courthouse Road
Vienna, VA 22182

Re: Mutual Release and Termination of Certain Agreements between PSINet Inc. and PSINet Strategic Investments, Inc. (collectively, "PSINet") and FolioTrade LLC (the "Company").

Dear Mr. Bell:

The Company and PSINet recently completed a transaction whereby the Company repurchased certain of its securities from PSINet. These securities represented PSINet's entire investment interest in the Company. In connection with this transaction PSINet, on the one hand, and the Company and the shareholders of the Company who counter-sign this letter below (collectively, the "Company Parties"), on the other hand, hereby desire to terminate any and all agreements existing between them, whether related to this investment or otherwise, to the extent that any remain in force, except for those agreements included on the attached Schedule B to this letter (collectively, the "Agreements").

By this letter agreement PSINet and the Company Parties agree to mutually terminate the Agreements (including those listed on the attached Schedule A) *vis-a-vis* each other, effective as of November 1, 2001. Neither party shall remain liable to the other for any ongoing obligations under the Agreements from November 1, 2001 forward.

PSINet and the Company Parties, on behalf of themselves and their heirs, successors and assigns, each hereby irrevocably and unconditionally release and discharge the other and their respective past and present officers, directors, trustees, agents, shareholders, representatives, employees, agents, affiliates, successors and assigns, jointly and individually, from any and all actions, causes of action, obligations, liabilities, judgments, suits, debts, attorneys' fees, costs, sums of money, accounts, options, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, extents, executions, claims and demands whatsoever in law or in equity, known or unknown, that PSINet or the Company Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of the Agreements, except for breaches of confidentiality.

PSINet Inc.
44983 Knoll Square, Ashburn, VA 20147
voice 703.726.4100 • fax 703.726.4200 • www.psinet.com

TRADEMARK
REEL: 004918 FRAME: 0153

The Company Parties agree to these terms of termination and release, as evidenced by their authorized signatures below. Please return this letter to my attention should you agree to these terms.

Sincerely;



Michael Erfurt
VP & Acting Treasurer
PSINet Inc.

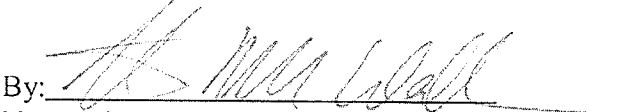
ACKNOWLEDGED AND AGREED:

FOLIOfn, Inc.

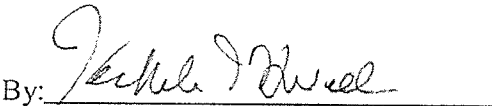
By: 

Name: Michael A. Bell
Title: Chief Administrative Officer

Shareholders

By: 

Name: Steven M. H. Wallman

By: 

Name: Kathleen M. H. Wallman

Schedule A
Agreements to be Terminated

Warrant to Purchase Common Stock of FolioTrade LLC dated November 12, 1998

Service and Equipment Agreement between PSINet Inc. and FolioTrade LLC dated November 12, 1998

Warrant to Purchase Common Stock of FolioTrade LLC dated August 27, 1999

Service and Equipment Agreement between PSINet Inc. and FolioTrade LLC dated August 27, 1999

Series B Preferred Stock Purchase Agreement among PSINet Strategic Investments, Inc., the other investors listed on Exhibit A thereto and FOLIO[fn], Inc. dated as of February 29, 2000

Amended Investors' Rights Agreement among PSINet Strategic Investments, Inc., the other investors listed on Exhibit A thereto and FOLIO[fn], Inc. dated as of February 29, 2000

Amended Right of First Refusal among PSINet Strategic Investments, Inc., the other investors listed on Exhibit A thereto and FOLIO[fn], Inc. dated as of February 29, 2000

Service and Equipment Agreement between PSINet Inc. and FOLIO[fn], Inc. dated as of February 29, 2000

Warrant to Purchase Common Stock of FOLIO[fn], Inc. issued to PSINet, Inc. dated February 29, 2000

Multi-Party Agreement dated as of November 12, 1998 among PSINet Inc., Steven M.H. Wallman and Kathleen M.H. Wallman (except Section 3A)

Multi-Party Agreement dated as of August 27, 1999 among PSINet Inc., Steven M.H. Wallman and Kathleen M.H. Wallman (except Section 3A)

Amendment No. 1 to the Multi-Party Agreement dated as of November 12, 1998 among PSINet Inc., Steven M.H. Wallman and Kathleen M.H. Wallman and the Multi-Party Agreement dated as of August 27, 1999 among PSINet Inc., Steven M.H. Wallman and Kathleen M.H. Wallman

Schedule B
Agreements to Remain in Effect

Letter agreement, dated as of January 29, 2002, between PSINet and the Company with respect to the repurchase of certain Company securities from PSINet.

Hosting Agreement between PSINet and the Company dated as of November 1, 2001

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)
)
PSINet Inc., et al.) Chapter 11 Case No. 01-13213 (REG)
)
) (Jointly Administered)
Debtors.)
)
_____)

ORDER PURSUANT TO 11 U.S.C. §§ 363(B) AND 1146(C)
APPROVING LIQUIDATION OF CERTAIN DEBTORS'
INVESTMENT SECURITIES IN FOLIOFN, INC. BY SALE OF
SUCH SECURITIES BACK TO FOLIOFN FREE OF TRANSFER TAXES

Upon the Motion¹ dated January 30, 2002 of PSINet, Inc. ("PSINet"), PSINet Strategic Investments, Inc. ("Strategic") and the affiliated debtors and debtors in possession² (collectively, the "Debtors") for entry of an order pursuant to 11 U.S.C. §§ 363(b) and 1146(c) approving (a) PSINet's and Strategic's liquidation of their respective investment securities in Foliofn, Inc. ("Folio") by sale of such securities back to Folio (or a designated affiliate) free of transfer taxes (the "Sale") and (b) all actions by the Debtors necessary to effectuate the Sale and exit their investments in Folio, and granting such other and further relief as is just and proper under the circumstances; it appearing that the Court has jurisdiction over this matter and the relief requested in the Motion pursuant to 28 U.S.C. §§ 157, 1334; it appearing that this is a core

¹ Capitalized terms used but not defined herein, but defined in the Motion, shall have the meanings ascribed to them in the Motion.

² The affiliated debtors and debtors in possession in these Chapter 11 cases are: PSINet Inc.; PSINet New York Shelf, Inc.; PSINet Asia Holdings, Inc.; Telecom Licensing, Inc.; PSI Web Inc.; PSINet Security Services, Inc.; PSINet Europe, Inc.; PSINetworks Company; IoCom, Inc.; PSINet Telecom Limited; Telecom Licensing of Virginia, Inc.; Sports ISP, Inc.; PSINet South America Holdings, Inc.; R.B. Investments Delaware, Inc.; PSINet Miami Management, Inc.; R.G. Investments Delaware, Inc.; TelaLink Corporation; Internet Network Technologies, Inc.; PSINet Ventures, Limited; PSINet IMEA Holdings, Inc.; PSINet Realty, Inc.; PSINet Strategic Investments, Inc.; PSINet Strategic Services, Inc.; UHF SPU, Inc.; and International Distribution & Consulting, Inc.

proceeding pursuant to 28 U.S.C. § 157(b); therefore, upon the Motion and all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND AND DETERMINED THAT:³

1. Due, sufficient and proper notice of the Motion has been given under the circumstances, and no further notice need be given.

2. The relief sought in the Motion is in the best interests of the Debtors, their estates, and all parties in interest.

3. The Sale by PSINet and Strategic of the shares, notes and warrants identified in Exhibit A to the form of Letter Agreement that is attached to the Motion (collectively, the "Securities") reflects the exercise of the Debtors' sound business judgment and a proper exercise of the Debtors' fiduciary duties.

4. The terms of the Sale as set forth in the form of Letter Agreement attached as Exhibit A to the Motion are fair and reasonable and represent the highest and best offer for the Securities. The consideration exchanged under the Letter Agreement constitutes fair and reasonable equivalent value.

5. The Securities and Purchase Price were transferred on the date of the Consideration Exchange and held in escrow, pending court approval.

6. The terms of the Sale were proposed, negotiated and entered into by the parties without collusion, undue influence, in good-faith and from arm's-length bargaining positions, notwithstanding PSINet's unexercised right to nominate a person for election to Folio's board of directors.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

7. Folio is a "good faith purchaser" of the Securities under 11 U.S.C. § 363(m). and is entitled to the protections afforded thereby.

8. The Sale of the Securities is a prerequisite to the Debtors' ability to confirm and consummate a plan and, accordingly, is a transfer pursuant to 11 U.S.C. § 1146(c), which shall not be taxed under any law imposing a stamp tax or any similar tax.

NOW, THEREFORE, IT IS HEREBY:

ORDERED that, the Motion is granted; and it is further

ORDERED that, all objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record of the proceedings on the Motion, and to the extent any such objection or response was not otherwise withdrawn, waived or settled, they are and all reservations and rights therein, are overruled and denied; and it is further

ORDERED that, the Sale of the Securities to Folio (or a designated affiliate) and all actions by the Debtors necessary to effectuate the Sale and exit their investments in Folio are approved; and it is further

ORDERED that, all escrows established under the Letter Agreement are hereby terminated and released with full legal and equitable title to the Securities vesting in Folio as of the date of the Consideration Exchange and with full legal and equitable title to the Purchase Price funds vesting in PSINet and Strategic (as allocated between them) as of the date of the Consideration Exchange; and it is further

ORDERED that, the Debtors are authorized (but not directed) to enter into and perform under any other agreement or arrangement contemplated by the Letter Agreement; and it is further

ORDERED that, the Letter Agreement terms and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material; and it is further

ORDERED that, the making or delivery of any instrument of transfer executed in connection with the transfer of the Securities pursuant to this Order shall be exempt from taxation pursuant to Section 1146(c) of the Bankruptcy Code; and it is further

ORDERED that, each and every United States federal, state and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and the transactions contemplated by the Letter Agreement and this Order; and it is further

ORDERED that, pursuant to Federal Rule of Bankruptcy Procedure 6004(g), the 10-day stay of this Order is hereby waived and this Order is effective immediately; and it is further

ORDERED that, the requirement pursuant to Rule 9013-1(b) of the Local Rules of the United States Bankruptcy Court for the Southern District of New York that the Debtors file a memorandum of law in support of the Motion is hereby waived; and it is further

ORDERED that this Court retains jurisdiction to interpret, implement and enforce the provisions of this Order.

New York, New York

Date: February 15, 2002

/s/ Robert E. Gerber
JUDGE