

MMO 3/31/00

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04-04-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

REK 5.31.00

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- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
122299
- Change of Name
- Other **Release of Collateral Assignment**

Conveying Party

Mark if additional names of conveying parties attached

Name **Interequity Capital Partners, L.P.** Execution Date
Month Day Year

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **DELAWARE**

Receiving Party

Mark if additional names of receiving parties attached

Name **Ad-Star Services, Inc.**

DBA/AKATA _____

Composed of _____

Address (line 1) **4553 Glencoe Avenue, Suite 325, Marina del Rey, California 90292**

Address (line 2) _____

Address (line 3) _____ **California, USA** **90292**
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **New York**

04/03/2000 DCDATES 00000082 1479387

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michelle Morseman
Attorney for Conveying Party

Michelle Morseman

02/29/00

Name of Person Signing

Signature

Date Signed

RELEASE

RELEASE, dated as of December 22, 1999, (this "Release") by INTEREQUITY CAPITAL PARTNERS, L.P. ("Lender").

WHEREAS, Lender and Ad-Star Services, Inc. ("Borrower") are parties to a Collateral Assignment of Patents and Trademarks (the "Assignment") dated July 13, 1999 pursuant to which Borrower granted to Lender a continuing security interest in all of the Patent and Trademark Collateral (as defined below) to secure the obligations of Borrower to Lender (the "Liabilities") under the Loan Agreement, dated as of July 13, 1999, between Borrower and Lender; and

WHEREAS, Borrower has fulfilled its obligations to Lender and no Liabilities of the Borrower remain outstanding under the Loan Agreement; and

WHEREAS, upon payment in full of all such Liabilities, Lender agreed pursuant to Section 5 of the Assignment to release Borrower from all of its obligations under the Assignment and to execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent and Trademark Collateral which has been granted; and

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Lender agrees as follows:

1. Release. Lender hereby releases and discharges its lien on and its security interest in all of the patents and trademarks and patent and trademark applications set forth on Exhibit A hereto and the goodwill of the business to which the Trademarks relates (the "Patent and Trademark Collateral") which had been granted to Lender pursuant to the Assignment.

2. Choice of Law. THIS RELEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUCTED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

3. Miscellaneous. This Release is binding on Lender and its respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, Lender has executed this Release as of the date first above written.

INTEREQUITY CAPITAL PARTNERS, L.P.


By: 
Name: Irwin Schiass
Title: Chief Executive Officer

EXHIBIT A

Patents and Trademarks

AD-STAR