



5/11/04

05-14-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDER TR



DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Heller Financial, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Quantum Research Corporation</u></p> <p>Internal Address: Street Address: <u>600 College Road, East Suite 4100</u></p> <p>City: <u>Princeton</u> State: <u>New Jersey</u> Zip: <u>08540</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Maryland</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release and Reassignment</u></p> <p>Execution Date: <u>May 4, 2004</u></p>	

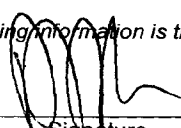
4. Application Number(s) or Registration Number(s):

<p>A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s): <u>2,125,123</u></p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Donald A. Gregory</u> <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: M3445.0013</u> Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account <input checked="" type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>04-1073 (any deficiencies)</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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9. 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.

Donald A. Gregory  May 11, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT is made as of ~~April~~ ^{May} 4, 2004, by HELLER FINANCIAL, INC., a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Quantum Research Corporation, a Maryland corporation (the "Grantor"), were parties to that certain Trademark Security Agreement dated as of May 26, 1999 (the "Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which the Grantor granted a security interest to Agent in, among other things, the Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to the Agent pursuant to that certain Guaranty dated May 26, 1999; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 24, 1999, at Reel 01919, Frame 0653; and

WHEREAS, the Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. **Definition.**

"Trademark Collateral" shall mean:

(a) each Trademark listed on **Schedule I** annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. **Release of Security Interest.** Agent hereby releases its security interest in and lien on the Trademark Collateral.

3. **Reassignment.** Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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TRADEMARK
REEL: 002966 FRAME: 0206

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the date first written above.

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: *Douglas V. Cannata*
Name: Douglas Cannata
Title: Duly Authorized Signatory

Trademark Release and Reassignment - Quantum

TRADEMARK
REEL: 002966 FRAME: 0207

SCHEDULE 1

QUANTUM RESEARCH CORPORATION

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
WEBINTERCHANGE	2,125,123	December 30, 1997

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

See Schedule 5.6 to the Credit Agreement. No lien is granted with respect to any license for which a consent or waiver would be required in connection with a transfer of the corporation's rights.