

8/5/04

09-02-2004



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Foam PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102828455

Tab Settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):
U.S. Bank, N.A., f/k/a Firststar Bank, N.A.

- Individual(s)
- General Partnership
- Corporation-State
- Other National Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Full Release of Trademark Security Interest
- Merger
- Change of Name

Execution Date: July 30, 2004

2. Name and address of receiving party(ies)

Name: Lease Marketing, Ltd.

Internal

Internal Address: _____

Street Address: 3025 Highland Parkway, Suite 450

City: Downers Grove State: IL Zip: 60515

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76-041,654, See attached Schedule A

B. Trademark No.(s) 1,858,450, See attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers LLP, Time Square Tower

Street Address: 7 Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number _____

DO NOT USE THIS SPACE

9. Signature.

Richard Roel
Name of Person Signing

Richard Roel
Signature

8/4/04
Date

Total number of pages including cover sheet, attachments, and documents: _____

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

NY1:1525896.1

TRADEMARK
REEL: 003040 FRAME: 0333

09/01/2004 BYRNE 00000008 76041654

01 FC:0521
02 FC:0522

40.00 DP
125.00 DP

TRADEMARK PROCESSING
RECORDS
AUG - 5 PM 2:10

Schedule A
Lease Marketing, Ltd.

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
Lease Link	United States	74-435,493	Sept. 10, 1993	1,858,450	Oct. 18, 1994
Your Link to the Future	United States	74-697,123	July 3, 1995	1,984,056	July 2, 1996
Dealer Link	United States	76-041,654	May 5, 2000		
Inventory Link	United States	76-169,203	Nov. 21, 2000		
Dealer Link Guest Track	United States	76.168,201	Nov. 21, 2000		
LML Technologies	United States	76-474,775	Dec 9, 2002	2,855,612	June 22, 2004

FULL RELEASE OF TRADEMARK SECURITY INTEREST

THIS FULL RELEASE OF TRADEMARK SECURITY INTEREST (“Full Release”), granted as of the 30th day of July, 2004, is delivered by **U.S. BANK, N.A. f/k/a FIRSTAR BANK, N.A.** (“Secured Party”) under the Security Agreement referred to below, to **LEASE MARKETING, LTD.**, an Illinois corporation (“Grantor”).

WITNESSETH

WHEREAS, Grantor and Secured Party have entered into a Patent, Trademark and License Mortgage (the “**Security Agreement**”), dated as of January 26, 2001, pursuant to which Grantor granted to Secured Party a security interest in the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks, set forth on Schedule A hereto (the “Trademarks”), to secure the obligations of the Grantor to the Secured Party;

WHEREAS, the grant of the security interest was evidenced by, among other things, a Trademark Security Interest between the Grantor and the Secured Party filed with the United States Patent and Trademark Office on February 5, 2001 at reel 2230, frame 0289; and

WHEREAS, Secured Party wishes to release and restore all right, title and interest in, to and under the Trademarks to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks shown on the attached Schedule A hereto;

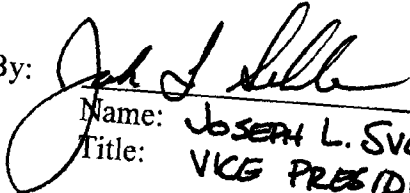
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Trademarks, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks set forth on Schedule A hereto granted to the Secured Party by the Grantor pursuant to the Security Agreement. If any portion of this release is deemed to be invalid or not binding, it shall not affect any other binding and valid portions of this release.

The provisions of this Full Release are severable, and the unenforceability of any provision of this Full Release shall not affect the enforceability of the remainder of this Full Release. In the event that any provision of this Full Release is determined by a court to be unenforceable as drafted, that provision should be construed so as to effectuate the purposes of that provision to the greatest extent possible under applicable law.

This Full Release is conditioned on and subject to receipt by Lender of full payment of all of the Liabilities (as defined in the Security Agreement).

IN WITNESS WHEREOF, Secured Party has caused this Full Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

U.S. BANK, N.A. (f/k/a, FIRSTAR BANK,
N.A.)
as Secured Party

By: 
Name: JOSEPH L. SVEHLA
Title: VICE PRESIDENT

LEASE MARKETING, LTD.


By: _____
Name:
Title:

IN WITNESS WHEREOF, Secured Party has caused this Full Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

U.S. BANK, N.A. (f/k/a , FIRSTAR BANK,
N.A.)
as Secured Party

By: _____
Name:
Title:

LEASE MARKETING, LTD.

By:  _____
Name: *mark G. Simmons*
Title: *President*

STATE OF Wisconsin)
)
COUNTY OF Milwaukee)

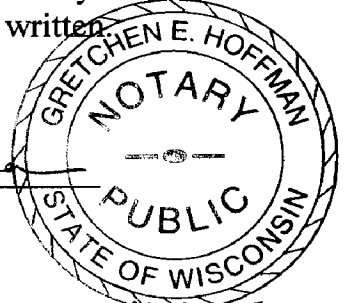
On July 28, 2004 before me, personally appeared Joseph L. Svehla, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 28th day of July, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Milwaukee on the day in this certificate first above written.

Gretchen E Hoffman

Notary Public in and for the
State of Wisconsin



My Commission Expires: February 4, 2007

STATE OF New York)
)
COUNTY OF New York)

On July 30, 2004 before me, personally appeared mark G. Simmons personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 30th day of July, 2004

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Nassau on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of _____

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 18, 2006