

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
Aptis, Inc., et al		05/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Also Known As:	AKA Foothill Capital Corporation		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2413761	APTIS	
Registration Number:	2467089	APTIS ICP	
Registration Number:	2465044	APTIS	
CORRESPONDENCE DATA			
Fax Number:	(210)949-4006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2109494083		
Email:	jennifer.harvey@eursystems.com		
Correspondent Name:	Jennifer B. Harvey		
Address Line 1:	7411 John Smith Drive, Suite 700		
Address Line 4:	San Antonio, TEXAS 78229		
NAME OF SUBMITTER:	Jennifer B. Harvey, Legal Manager		
Signature:	/Jennifer B. Harvey/		

OP \$90.00 2413761

Date:

07/21/2006

Total Attachments: 3

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RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2006, given by WELLS FARGO FOOTHILL, INC. (f/k/a FOOTHILL CAPITAL CORPORATION), a California Corporation ("Secured Party"), in favor of APTIS, INC., a Delaware corporation ("APTIS"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement, Trademark Security Agreement and the General Continuing Guaranty each as defined below.

RECITALS:

WHEREAS, BC HOLDINGS, LLC, a Delaware limited liability company ("Parent"), BC HOLDING I CORPORATION, a Delaware corporation, BC HOLDING II CORPORATION, a Delaware corporation, BILLING CONCEPTS, INC., a Delaware corporation, ENHANCED SERVICES BILLING, INC., a Delaware corporation, and APTIS (each a "Debtor" and collectively, jointly and severally, the "Debtors"), entered into a certain Loan and Security Agreement in favor of Secured Party dated October 27, 2000 (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Secured Party agreed to make certain financial accommodations to certain of the Debtors, and pursuant to which the Debtors granted to Secured Party security interests in (among other things) all of the general intangibles of Debtors.

WHEREAS, pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Secured Party under the Loan Agreement, each Debtor agreed to execute and deliver the Trademark Security Agreement by and between the Debtors and Secured Party also dated October 27, 2000 ("the "Trademark Security Agreement") for filing with the U.S. Patent and Trademark Office and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the Trademark Collateral as described and defined therein.

WHEREAS, the Trademark Security Agreement was recorded in the records of the U.S. Patent and Trademark Office Assignment Branch on December 12, 2000 at Trademark Reel No. 002192 at Frames 0866- 0889; and

WHEREAS, in connection therewith, certain of the Debtors identified therein also executed a certain General Continuing Guaranty (the "Guaranty"), also dated October 27, 2000, in favor of Secured Party respecting certain obligations of certain of the Debtors owing to Secured Party under the Loan Documents.

WHEREAS, the obligations of APTIS under the Loan Agreement, Trademark Security Agreement and the General Continuing Guaranty have been performed in full and Secured Party has received indefeasible payment in full in cash of the Secured Obligations;

WHEREAS, the Loan Agreement and the General Continuing Guaranty have been terminated; and


WHEREAS, Secured Party has agreed to take such actions as required by the Loan Agreement, Trademark Security Agreement and the General Continuing Guaranty to release the security interests in the Trademark Collateral.

NOW, THEREFORE, in consideration of the terms set forth in the Loan Agreement, Trademark Security Agreement and the General Continuing Guaranty and for other good and valuable consideration, the receipt and sufficiency of which are hereby accepted and acknowledged, Secured Party hereby irrevocably releases and terminates the security interests granted in the Loan Agreement, Trademark Security Agreement and General Continuing Guaranty in the Trademark Collateral including, without limitation, the Trademarks owned by APTIS as set forth on Schedule A of the Trademark Security Agreement, which portion is attached hereto as Exhibit A and incorporated by reference herein.

Secured Party expressly agrees to execute and deliver, at the request of APTIS, all other papers, instruments, and other documents and to perform any other acts APTIS may reasonably request in order to release and terminate the security interests granted in the Loan Agreement, Trademark Security Agreement and General Continuing Guaranty and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by APTIS.

IN WITNESS WHEREOF, Secured Party has caused this Release and Termination of Trademark Security Agreement to be executed by its duly authorized officer as of this 31st day of May, 2006.

WELLS FARGO FOOTHILL, INC.

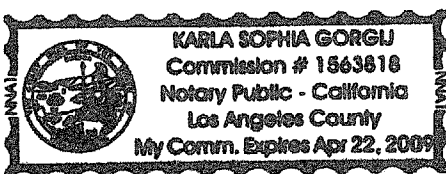
By: 
Name: Kurt Marsden
Title: Executive Vice President

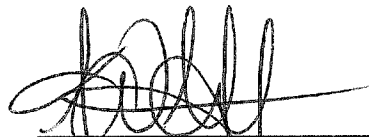
State of California)
)
County of Los Angeles)

ss.:

On this 31st day of May, 2006, before me, Karla Sophia Gorgij personally appeared Kurt Marsden, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

APTIS, INC.
TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Country	Registration/ Application Number	Date	Class(s)	Document Number	Status
1 APTIS	U.S.	75/756,152 (A)	7/20/99	9, 35, 41	K028US	Application pending
2 APTIS ICP	U.S.	75/761,733 (A)	7/20/99	9	K030US	Application pending
3 APTIS and Design	U.S.	75/756,151 (A)	7/20/99	9, 35, 41	K030US	Application pending

(A) = Application
(R) = Registered

Class 9: Computer software for billing and information management, namely, information storage and retrieval of business records in the fields of business finance, utilities and telecommunications

Class 35: Management consulting and outsourcing services for the communications industry

Class 41: Technical and business training services for the communications industry

Exhibit A

LANT:BP12B67433 03/06/03/ DOC1

TRADEMARK
REEL: 002192 FRAME: 0874

TRADEMARK
REEL: 003352 FRAME: 0335

RECORDED: 07/21/2006