

06-25-2002



102133526

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

Submission Type

New 6.18.02

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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)

06/25/2002 09:01:01 00000021 09473370

01 FC:581

80.00 00

FOR OFFICE USE ONLY

Correspondent Name and Address

Area Code and Telephone Number

(973) 533-6599

Name Michael R. Friscia

Address (line 1) Wolff & Samson

Address (line 2) 5 Becker Farm Road

Address (line 3) Roseland, NJ 07068-1776

Address (line 4)

Pages

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

4

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

09473370						
09473372						

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

80.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number:

06-2143

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.

Michael R. Friscia

Name of Person Signing

Signature

6/12/02

Date

**TERMINATION AND RELEASE OF ASSIGNMENT
(PATENTS AND PATENT APPLICATIONS)**

THIS TERMINATION AND RELEASE OF ASSIGNMENT (PATENTS) (this "Agreement") dated as of May 16, 2002, is between COMPUTER CRAFTS, INC. (the "Assignor"), and SUMMIT BUSINESS CAPITAL CORP. (the "Assignee").

WHEREAS, the Assignor and Assignee have entered into a certain Revolving Loan, Term Loan and Security Agreement (the "Loan Agreement") dated as of October 26, 2000, by and between the Assignor and the Assignee pursuant to which the Assignee has made certain loans and made available certain credit facilities (collectively, the "Loans"); and

WHEREAS, in order to partially secure the Assignor's obligations to the Assignee under the Loans, the Assignor has executed and delivered in favor of the Assignee that certain Patent Cover Sheet dated October 26, 2000 (the "Assignment") regarding the Assignee's security interest in the Assignor's patents and patent applications listed therein (the "Patents"); and

WHEREAS, the Assignor has paid and satisfied in full all of its obligations to the Assignee under the Loan Agreement, and in connection therewith, the parties hereto have agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Assignor and the Assignee hereby agree that the Assignment and all terms and conditions thereof (including, without limitation, any terms which provide for the survival of certain rights and obligations thereunder following any termination of such agreement) are hereby terminated and deemed of no further force or effect, and that each party thereto shall have no further obligation thereunder except as, and to the extent, set forth in this Agreement.

2. Recording with USPTO. The Assignee hereby authorizes the Assignor to file and record this Agreement with the USPTO. The Assignee agrees to cooperate and take further actions which may be necessary or advisable in order to evidence or effectuate the terms and conditions of this Agreement, including but not limited to, the execution and delivery to the Assignor of all forms, instruments or other documents which may be required to file and record this Agreement with the USPTO.

3. Representations and Warranties. Each party hereto represents and warrants to the other party that it has not transferred to any person or entity any of its rights or interests under the Assignment and such party has not caused its rights thereunder to be subject to any liens, charges or encumbrances.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

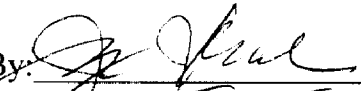
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

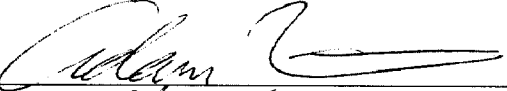
ASSIGNOR:

ASSIGNEE:

COMPUTER CRAFTS, INC.

SUMMIT BUSINESS CAPITAL CORP.

By: 
Name: JOHN J. HARIKIS
Title: CHAIRMAN

By: 
Name: Adam Karas
Title: VP