

Form PTO-1595

(rev 06/04)

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):****Black Diamond Commercial Finance, LLC**  
One Hibiscus Alley  
St. Thomas, U.S. Virgin Islands 00802Execution Date(s) **May 26, 2005**Additional name(s) of conveying party(ies) attached? \_\_\_ Yes ☒ No**3. Nature of conveyance:**☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other **Release of Lien in Patents Pursuant to  
1996 Credit Agreement and 1999 Credit  
Agreement, as amended****2. Name and Address of receiving party(ies)**Name: **Smarte Carte Corporation**

Internal Address: \_\_\_\_\_

Street Address: **4455 White Bear Parkway**City: **St. Paul**State: **Minnesota**Country: **USA** Zip: **55110-7641**Additional name(s) & address(es) attached? \_\_\_ Yes ☒ No**4. Application number(s) or patent number(s):**

A. Patent Application No(s).

**60425088 10704220**

This document is being filed together with a new application

B. Patent No(s).

**4733877 5149114 D331135**  
**D360392 D360393 5526916**  
**6125985 6142283 5921373**  
**6024203 6244366 D413550**  
**6041894 6237725**Additional numbers attached? ☒ Yes \_\_\_ No**5. Name and address of party to whom correspondence concerning document should be mailed:****Matthew B. Fagin, Esq.**  
**SKADDEN, ARPS, SLATE, MEAGHER**  
**& FLOM LLP**  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000  
MFagin@skadden.com**6. Total number of applications and patents involved: 22****7. Total fee (37 CFR 1.21(h) and 3.41) \$880**☒ All fees and any deficiencies (or credits) are authorized to be charged (or credited) to Deposit Account (Our Ref. 697870/1)**8. Payment Information**Deposit Account No. **19-2385**Authorized user Name: **Philip H. Bartels****9. Signature.**

Signature

Matthew Fagin

Name of Person Signing

June 13 2005

Date

Total number of pages including cover sheet, and documents:

6

CH \$880.00 192385 60426083

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**CONTINUATION OF ITEM 4B. Patent Numbers**

B. Patent No(s).
<b>D401353</b>
<b>D397228</b>
<b>D404503</b>
<b>D413990</b>
<b>D422717</b>
<b>5503245</b>

### RELEASE OF LIEN IN PATENTS

This RELEASE OF LIEN IN PATENTS, dated as of May 26, 2005, is by Black Diamond Commercial Finance, LLC, a United States Virgin Islands limited liability company, located at One Hibiscus Alley, St. Thomas, U.S. Virgin Islands 00802, in the capacity of Administrative Agent for the lenders under the Credit Agreement and Security Agreements (as defined below) ("Assignor"), in favor of Smarte Carte Corporation, a Delaware corporation located at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 and Smarte Carte, Inc., a Minnesota corporation located at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 (together, "Assignee").

WHEREAS, Wells Fargo Bank, National Association, in its capacity as predecessor Administrative Agent, along with Assignee, certain affiliates thereof, and certain lenders, are parties to a certain Credit Agreement, dated as of October 24, 1996 (as amended, supplemented, or otherwise modified from time to time, the "1996 Credit Agreement"), and the Credit Agreement, dated as of April 8, 1999, as amended by the First Amendment to Credit Agreement, dated as of April 20, 2001, the Second Amendment to Credit Agreement, dated as of July 5, 2003, and the Third Amendment to Credit Agreement, dated as of October 29, 2003 (as further amended, supplemented or otherwise modified from time to time, the "1999 Credit Agreement," and , together with the 1996 Credit Agreement, the "Credit Agreement");

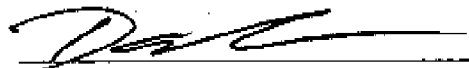
WHEREAS, pursuant to the Credit Agreement, the parties thereto entered into a Security Agreement, dated as October 24, 1996, recorded in the United States Patent and Trademark Office (the "PTO") on November 1, 1996 at Reel 8194/Frame 0916; a Grant of Patent Security Interest, dated as of April 8, 1999 recorded in the PTO on May 25, 1999 at Reel 9980/Frame 0492; a Grant of Patent Security Interest, dated as of January 16, 2002, recorded in the PTO on February 2, 2002 at Reel 12551/Frame 0945; an IP Supplement, dated as of November 28, 2001, and a Grant of Patent Security Interest, dated as of October 29, 2003, recorded in the PTO on November 7, 2003 at Reel 14119/Frame 0641 (collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Assignee granted to Wells Fargo Bank, National Association, as Administrative Agent, a security interest in all of Assignees' right, title and interest, in and to the following, whether then owned or thereafter existing or in which Assignee then had, or thereafter acquired, any interest and wherever the same may be located (the "Patent Collateral");

- (i) all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law (including all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property) that are presently, or in the future may be, owned by or licensed to such Assignee in whole or in part

IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF LIENS  
IN PATENTS to be duly executed and delivered by its officer thereunto duly authorized  
as of the day and year first above written.

BLACK DIAMOND COMMERCIAL  
FINANCE, LLC

By: 

Name: Dalia Al-Othman, Esq.  
Managing Director

Title: \_\_\_\_\_

(including the patents and patent applications listed on Schedule A hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof); or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of the grant of security interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

WHEREAS, Wells Fargo Bank, National Association, was replaced as Administrative Agent under the Credit Agreement and Security Agreements by Assignor, pursuant to an Appointment of Successor Administrative Agent, dated as of May 17, 2004, recorded in the PTO on September 24, 2004 at Reel 15177/Frame 0023; and

WHEREAS, the obligations of Assignee under the Credit Agreement and Security Agreements have been satisfied, and Assignor has agreed to terminate its security interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby releases any and all of its right, title and interest in the Patent Collateral, and all rights of Assignor therein hereby revert to Assignee.

**SCHEDULE A TO  
RELEASE OF LIENS IN PATENTS**

**U.S. Issued Patents:**

Application Serial Number	Application Date	Patent Number	Issue Date
57754	6/3/87	4733877	03/29/88
720891	6/25/91	5149114	09/22/92
721204	6/24/91	DES331135	11/17/92
21571	4/28/94	DES360,392	07/18/95
21572	4/28/94	DES360,393	07/18/95
08/306,638	9/15/94	5526916	06/18/96
09/264,925	3/09/99	6,125,985	10/03/00
06/265,709	3/09/99	6,142,283	11/07/00
08/531,953	9/21/95	5,921,373	07/13/99
PCT/US98/17763 WO 99/16028 S/N 08/934,422	9/19/97	6,024,203	02/15/00
08/908,537	8/07/97	6,244,366	06/12/01
29/074,966	8/07/97	Des. 413550	09/07/99
09/038,347	3/11/98	6,041,894	03/28/00
09/536,048	3/27/00	6,237,725	05/29/01

**U.S. Patents Pending:**

Application Serial Number	Application Date	Patent Number	Issue Date
60/425,088	11/8/02		
10/704,220	11/6/03		