

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
PPL Holdings, LLC	01/26/2006
RECEIVING PARTY DATA	
Name:	P2P Link, LLC
Street Address:	308 Farmington Ave.
City:	Farmington
State/Country:	CONNECTICUT
Postal Code:	06032
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11061558
Application Number:	09506432
Application Number:	60548580
CORRESPONDENCE DATA	
Fax Number:	(615)744-5771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-726-5771
Email:	eramage@bakerdonelson.com
Correspondent Name:	W. Edward Ramage
Address Line 1:	211 Commerce Street
Address Line 2:	Suite 1000
Address Line 4:	Nashville, TENNESSEE 37201
ATTORNEY DOCKET NUMBER:	P2P
NAME OF SUBMITTER:	W. Edward Ramage
Total Attachments: 7	

OP \$120.00 11061558

500073759

PATENT
REEL: 017072 FRAME: 0163

source=P2P-Release#page1.tif
source=P2P-Release#page2.tif
source=P2P-Release#page3.tif
source=P2P-Release#page4.tif
source=P2P-Release#page5.tif
source=P2P-Release#page6.tif
source=P2P-Release#page7.tif

RELEASE

THIS RELEASE is made this 26 day of January, 2006, by PPL Holdings, LLC, a Delaware limited liability Company (the "Lender"), and P2P Link, LLC, a Delaware limited liability company (the "Borrower").

WITNESSETH:

WHEREAS, Borrower issued to Lender a Demand Promissory Note dated August 23, 2005 in an original principal amount not to exceed Three Million and No/100 Dollars (\$3,000,000.00) (the "Demand Note"); and

WHEREAS, the Note is secured by all tangible and intangible personal property of the Borrower (the "Collateral"), and to evidence such Collateral the parties entered into that certain August 23, 2005 Security Agreement, that certain August 23, 2005 Copyright Collateral Assignment and Security Agreement, that certain August 23, 2005 Trademark Collateral Assignment and Security Agreement, that certain August 23, 2005 Domain Name Collateral Assignment and Security Agreement, and that certain August 23, 2005 Patent Collateral Assignment and Security Agreement (collectively, the "Security Agreements"); and

WHEREAS, to further evidence the Collateral, the Borrower executed and delivered to the Lender that certain Assignment of Trademarks and Servicemarks (U.S.) dated August 23, 2005; that certain Assignment of Copyrights dated August 23, 2005, that certain Assignment of Patents dated August 23, 2005, and that certain Assignment of Domain Names dated August 23, 2005 (collectively, the "Assignments"); and

WHEREAS, the trademarks and servicemarks assigned pursuant to the above referenced Assignment of Trademarks and Servicemarks (US) dated August 23, 2005 and released hereby include those set forth on Exhibit A; the copyrights assigned pursuant to the above referenced Assignment of Copyrights dated August 23, 2005 and released hereby include those copyrights set forth on Exhibit B; the patents and patent applications assigned pursuant to the above-referenced Assignment of Patents dated August 23, 2005 and released hereby include those set forth on Exhibit C; and the domain names assigned pursuant to the above referenced Assignment of Domain Names dated August 23, 2005 and released hereby include those set forth on Exhibit D; and

WHEREAS, a UCC-1 Financing Statement was filed with the State of Delaware in favor of the Lender regarding all personal property of the Borrower, the file number of which is 52665710 (the "UCC Filing"); and

WHEREAS, in connection with the contemplated sale by Lender and CS Stars, LLC of their membership interests in Borrower, Lender has agreed to enter into this Release, and the parties mutually desire to terminate all their obligations pursuant to the above-described documents.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The Lender hereby agrees that the Borrower is released from all payment and other obligations under the Demand Note, and that the Demand Note is terminated in all respects. Contemporaneously with execution and delivery of this Release, Lender will deliver to Borrower the original Demand Note marked "Paid In Full" or "Cancelled" or an executed affidavit acknowledging that the Demand Note has been lost.

2. The Lender hereby agrees that the Borrower is released from all obligations under the Security Agreements, and that the Security Agreements are terminated in all respects. The Lender agrees that, promptly following execution and delivery of this Release, it will file appropriate documents with the United States Patent and Trademark Office, and the United States Copyright Office to evidence the termination of those Security Agreements of record with such regulatory authorities.

3. The Lender hereby agrees that the Borrower is released from all obligations under the Assignments, and that the Assignments are terminated in all respects.

4. The Lender hereby agrees that, promptly following execution and delivery of this Release, it will file a UCC Termination Statement with the State of Delaware regarding the UCC Filing.

5. Each of the parties hereby release the other, and their respective heirs, representatives, successors and assigns, of and from all claims, demands, actions, judgments, causes of actions and other liabilities whatsoever arising out of or in any way connected, directly or indirectly, to the Demand Note, the Security Agreements, the Assignments and the UCC Filing. Each party hereby agrees never to commence, prosecute or cause to be commenced or prosecuted against the other, any action or proceeding based directly or indirectly upon any matter referred to in this Release arising from or connected with the Demand Note, the Security Agreements, the Assignments and the UCC Filing, other than to enforce the provisions of this Release as expressly set forth herein. It is agreed that this is a full and final confirmed termination, applying to all known, unknown, anticipated and unanticipated injuries, damages, liabilities or obligations to the undersigned pertaining in any manner to the Demand Note, the Security Agreements, the Assignments and the UCC Filing, and each party understands and agrees that this is a general release effective as of and from the date hereof. Each party acknowledges that this Release has been negotiated and agreed upon in light of the foregoing, and, being fully cognizant of the same, each does nevertheless intend to release, acquit and forever discharge the other as set forth herein. For purposes of clarification, PPL is not releasing any liabilities or obligations other than those related to the Demand Note, the Security Agreement, the Assignments and the UCC Filing, including, without limitation, it is not releasing any obligation or liability that may arise out of the Purchase Agreement between PPL, CS STARS, LLC, P2P and Third Party Solutions or the Transition Services Agreement between P2P and PPL.

6. Each party agrees to pay its own attorneys fees and other costs and expenses incurred with respect to this Release.

7. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter set forth in this Release. This Release may not be amended unless

such amendment is in writing and executed by both parties. This Agreement will be binding upon and inure to the benefit of, the successors, assigns, members, personal representatives, estates and heirs of the parties hereto.

8. This Agreement will be governed by the substantive laws of the State of Connecticut, without respect to its conflict of laws provisions.

9. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. This Agreement is conditioned upon consummation of Closing and shall not be effective until the Closing Date, both as defined in that certain Membership Interest Purchase Agreement dated as of December 15, 2005 by and between CS STARS LLC, PPL Holdings, LLC and Third Party Solutions, Inc.

IN WITNESS WHEREOF, the parties have executed this Release as of the date set forth above.

PPL HOLDINGS, LLC

By: 

Title: MANAGING PRESIDENT

P2P LINK, LLC

By: 

Title: PRESIDENT & CEO

Exhibit A

Trademark	Registration Number	Registration Date
STELLARNET	2,206,452	December 1, 1998
P2PLINK	Ser. No. 78/483,737	
P2PLINK	2905546	November 20, 2004

Exhibit B

Registered U.S. Copyrights:

Title	Registration Number	Date of Registration
StellarNet Computer Programs	TXu 972-876	September 12, 2000

Unregistered Copyrights:

The Company holds a copyright in its software, website, and any written documentation.

Pending Copyrights Applications:

None.

Exhibit C

Pat. App. No. 11/061,558 ("Method and System for Managing Paperless Claim Processing"), filed February 18, 2005; Pat. App. No. 09/506,432 ("Workers Compensation Information Processing System"), filed February 17, 2000; and Pat. App. No. 60/548,580 (20050192838) (Serial Number 061558) ("Queue Document Management System").

Exhibit D

Registered U.S. Domain Names:

Title
E-STELLARNET.COM
WCATTACHMENTS.COM
WC-ATTACHMENTS.COM
ESTELLARNET.COM
STELLARNET.ORG
STELLARNETINC.COM
STELLARPAY.COM
STELLARPORT.COM
P2PLINK.ORG
P2PLINK.INFO
P2PLINK.BIZ
P2PLINK.COM

Unregistered Variations of Domain Names:

None.

Pending Domain Name Applications:

None.