



09-18-2000

08-11-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

8.11.00



101458633

**CORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75462393

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/15/2000 DNGUYEN 00000296 75462393

01 FC:481
02 FC:482

40.00 OP
525.00 OP

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

TRADEMARK
REEL: 002138 FRAME: 0077

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)

Correspondent Name and Address

Area Code and Telephone Number (415) 434-1600

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

75/462,393	75/462,394	75/462,395
75/462,729	75/462,730	75/462,731
75/462,732	75/462,733	75/462,734

1,939,386	1,963,918	1,565,292
1,567,706	1,748,928	1,743,639
1,729,256	1,729,257	

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

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.

Alison B. Shames

8/9/06

Name of Person Signing

Signature

Date Signed



08-11-2000

U.S. Patent & TMO/ TM Mail Rpt Dt. #26

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

This Termination of Patent and Trademark Security Agreement (this "Termination"), dated as of May 15, 2000, is executed by Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association), as agent for itself and the Lenders referred to below (in such capacity, the "Agent"), in favor of Bay Group International, Inc., a California corporation (the "Grantor").

RECITALS

WHEREAS, Enterprise Profit Solutions Corporation (the "Company"), EPS Solutions Corporation (f/k/a ProfitSource Corporation), the Grantor and certain other affiliates of the Company as additional Loan Parties, certain lending institutions as lenders (the "Lenders") and the Agent are parties to a Credit Agreement dated as of December 7, 1998 (as amended, restated, renewed, extended or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Grantor and the Agent entered into a certain Patent and Trademark Security Agreement dated as December 7, 1998 (the "Agreement") pursuant to which the Grantor granted a security interest in all of its right, title and interest to patents and trademarks and certain other Collateral to the Agent, for itself and the ratable benefit of the Lenders;

NOW, THEREFORE, the Agent hereby agrees as follows:

1. All capitalized terms used in this Termination (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The Agent expressly terminates its security interest in the Collateral, including without limitation the registered and pending trademarks listed on Exhibit A hereto, which security interest was evidenced by the recordation of the Agreement with the United States Patent and Trademark Office on February 1, 1999 as to trademarks in Reel/Frame 1849/0266.
3. The Agreement is terminated as of the date hereof.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

Bank of America, N.A. (f/k/a Bank of America National Trust and Savings Association), as Agent

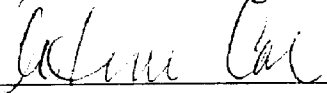
By: 
Name: CHRISTINE CORDI
Title: Vice President

EXHIBIT A
to Termination of Patent and Trademark Security Agreement

BAY GROUP INTERNATIONAL, INC.

REGISTERED TRADEMARKS

Patent, Trademark	Reg. No. or Serial No.	Owner
BAYGROUP INTERNATIONAL	1,939,386	Bay Group International, Inc.
THE BAY GROUP	1,963,918	The Bay Group
SITUATIONAL NEGOTIATION SKILLS	1,565,292	The Bay Group
SITUATIONAL NEGOTIATION SKILLS	1,567,706	The Bay Group
CONSTRUCTIVE CONTENTION	1,748,928	The Bay Group
CONSTRUCTIVE CONTENTION and design	1,743,639	The Bay Group
CONSTRUCTIVE CONTENTION	1,729,256	The Bay Group
CONSTRUCTIVE CONTENTION and design	1,729,257	The Bay Group

EXHIBIT A
to Termination of Patent and Trademark Security Agreement

BAY GROUP INTERNATIONAL, INC.

PENDING TRADEMARKS

Patent, Trademark	Reg. No. or Serial No.	Owner
E-MAIL NEGOTIATION COACH (STYLIZED)	75/462393	Bay Group International, Inc.
RESOLVING CONFLICT AND DIFFERENCES	75/462394	Bay Group International, Inc.
MAKING THE CUSTOMER TEAM WORK	75462395	Bay Group International, Inc.
WINNING INSURANCE NEGOTIATIONS	75/4627729	Bay Group International, Inc.
SITUATIONAL	75/462730	Bay Group International, Inc.
NEGOTIATING WITH SUPPLIERS (STYLIZED)	75/462731	Bay Group International, Inc.
MANAGEMENT REINFORCEMENT TOOLKIT	75/462732	Bay Group International, Inc.
SHOOTING STAR	75/462733	Bay Group International, Inc.
FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT EXCESS COOPERATION "FLIGHT DISENGAGED."	75/462734	The Bay Group
FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL ESTEEM	75/462735	Bay Group International, Inc.
TENSION BREAKTHROUGH: CREATIVE SELF-INTEREST: COMPETITIVE RELATIONSHIP	75/462736	Bay Group International, Inc.

TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF-INTEREST: COMPETITIVE PURPOSE CONDITIONALLY TEST AND SUMMARIZE ASK QUESTIONS RELATIONSHIP: COLLABORATIVE	75/462737	The Bay Group
WINNING IN PRICE NEGOTIATIONS	75/462738	Bay Group International, Inc.
SITUATIONAL SALES NEGOTIATION	75/462739	Bay Group International, Inc.