

07-11-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. Department of Commerce
Patent and Trademark Office

101773539

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of conveying party(ies): Fleet Capital Corporation

2. Name and address of receiving party(ies):
Name: DCV, Inc.
Street Address: 3521 Silverside Road
City: Wilmington State: DE Zip Code: 19810
Country: USA
Corporation - State of Delaware

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Release of Lien on Trademarks and Trademark Applications

Execution Date: May 31, 2001 Additional name(s) & address(es) attached? yes no

JUN 27 2001

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) Serial No. 75-427499

B. Trademark Registration No.(s) USD 6/27/01

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary M. McAteer
Internal Address: DCV, Inc.
Street Address: 3521 Silverside Road
City: Wilmington State: Delaware Zip Code: 19810

6. Total number of applications and registrations involved: 7

7. Total Fee (37 CFR § 3.41).....\$ 190.00
Enclosed Check No. _____
 Authorized to be charged to Deposit Account

8. Deposit Account No. 50-0929
(Attach duplicate copy of this page if paying by deposit acct.)

DO NOT USE THIS SPACE

9. 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.

Mary M. McAteer
Name of Person Signing 0000003E 500929 75427499

Mary M. McAteer 6-27-01
Signature Date

Total number of pages including cover sheet, attachments and documents 10

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

07/11/2001 DBYRME

01 FC:481
02 FC:482

40.00 CH
150.00 CH

Release of Lien on Trademarks and Trademark Applications

WHEREAS, by a certain Security Agreement (Trademarks)(the "Assignment"), dated as of November 9, 1998, by DCV, Inc. ("Debtor") in favor of Fleet Capital Corporation, as Agent (the "Agent"), delivered pursuant to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of August 20, 1997, among Debtor, certain of its affiliates and the Agent, which Assignment was recorded with the United States Patent and Trademark Office on November 17, 1998 on reel 1816 frame 0400, Debtor granted to the Agent a security interest in and lien on, among other things, the trademarks and trademark applications owned by Debtor and set forth on Schedule A hereto;

WHEREAS, the Agent desires to release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto and the goodwill of the business symbolized thereby and reassigns to Debtor, without representation, warranty or recourse, all right, title and interest of the Agent in and to such trademarks and trademark applications and goodwill.

Date: May³¹, 2001

FLEET CAPITAL CORPORATION,
as Agent

By: 
Title:


Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark or Trademark Application</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
BIOCHOICE	2/2/98	75/427499
DISCOVER DCV	6/15/98	75/501856
GENPRO	2/13/98	75/434330
LEGACY	2/20/98	75/437772
OVATION	10/22/97	75/377296

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

The foregoing Release of Lien on Trademarks and Trademark Applications was executed and acknowledged before me this 29th day of May, 2001 by FRANK D. GAGLIARDI, personally known to me to be a Sr. Vice President of Fleet Capital Corporation who being duly sworn, deposes and says that said instrument was signed on behalf of such corporation by authority of its Board of Directors and that said instrument be the free act and deed of said corporation.

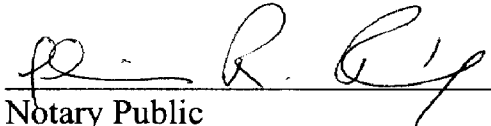


Notary Public
JOHANNE R. RÉMY
Notary Public, State of New York
No. 01RE5079674
Qualified in Queens County
Commission Expires June 09, ~~20~~ 2003

My commission expires:

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

The foregoing Release of Lien on Trademarks and Trademark Applications was executed and acknowledged before me this 29th day of May, 2001 by FRANK Di Ceglie, personally known to me to be a SR. VICE PRESIDENT of Fleet Capital Corporation who being duly sworn, deposes and says that said instrument was signed on behalf of such corporation by authority of its Board of Directors and that said instrument be the free act and deed of said corporation.



Notary Public

JOHANNE R. RÉMY
Notary Public, State of New York
No. 01RE5079674
Qualified In Queens County
Commission Expires June 09, ~~19~~ 2003

My commission expires:

Release of Lien on Trademarks and Trademark Applications

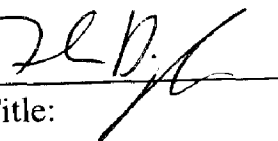
WHEREAS, by a certain Security Agreement (Trademarks)(the "Assignment"), dated as of August 20, 1997, by DCV, Inc. ("Debtor") in favor of Fleet Capital Corporation, as Agent (the "Agent"), delivered pursuant to a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated as of August 20, 1997, among Debtor, certain of its affiliates and the Agent, which Assignment was recorded with the United States Patent and Trademark Office on September 23, 1997 on reel 1635 frame 0775, Debtor granted to the Agent a security interest in and lien on, among other things, the trademarks and trademark applications owned by Debtor and set forth on Schedule A hereto;

WHEREAS, the Agent desires to release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release its security interest in and lien on the trademarks and trademark applications set forth on Schedule A hereto and the goodwill of the business symbolized thereby and reassigns to Debtor, without representation, warranty or recourse, all right, title and interest of the Agent in and to such trademarks and trademark applications and goodwill.

Date: May 31, 2001

FLEET CAPITAL CORPORATION,
as Agent

By 
Title:

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark or Trademark Application</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
Providing Tomorrow's Innovative Solutions Today	07/28/95	74/707,818
Providing Tomorrow's Innovative Solutions Today	07/28/95	74/707,817