

08-15-2001



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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Fleet National Bank 8-7-61
Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: CORE, INC. Internal Address: Street Address: 18881 Von Karman Avenue Suite 1750 City: Irvine State: CA Zip: 92612
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Massachusetts Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Termination of Security Agreement
Execution Date: July 12, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2021872 1478454 1433207 1693806 1503374 2190192
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James H. Sullivan, Jr., Esq. Internal Address: Alston & Bird LLP Street Address: 1201 West Peachtree Street City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41) \$ 165.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. James H. Sullivan, Jr. Signature Date 7/18/01

Total number of pages including cover sheet, attachments, and document: 4

08/14/2001 STON11 00000067 2021872 01 FC:481 02 FC:482 40.00 OP 125.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Continuation of Item 2.

CORE Management, Inc. (a California corporation)
18881 Von Karman Avenue
Irvine, California 92612

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TERMINATION OF AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Reference is made to that certain Amended and Restated Trademark Security Agreement dated as of August 31, 1998 amended and restated as of February 28, 2000 (the "Agreement") made by CORE, INC., a Massachusetts corporation and CORE Management, Inc., a California corporation (collectively the "Grantor") in favor of Fleet National Bank, as agent ("Agent") under the Credit Agreement (as defined in the Agreement), for the benefit of Agent and the ratable benefit of the Banks which are from time to time parties to the Credit Agreement (the "Secured Party"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the full, unconditional and indefeasible payment to Secured Party of the entire indebtedness due under the Loan Documents and the satisfaction of all Obligations of Grantor to Secured Party, Secured Party hereby terminates the Agreement and any security interests granted in the Trademark Collateral thereunder, and releases any and all interest Secured Party has in the Trademark Collateral.

Executed as a document under seal as of the 12th day of July, 2001.

FLEET NATIONAL BANK,
as Agent

By: Holly A. O'Neill
Name: Holly A. O'Neill
Title: Director

WITNESS:

Jaw Ant

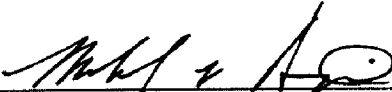
ACKNOWLEDGEMENT

Commonwealth of Massachusetts)

) SS.

County of Suffolk)

Before me, the undersigned, a Notary Public, on this 12th day of July, 2001, personally appeared Holly A. Cicek, to me known personally, who, being by me duly sworn, did say that she is the Director of Fleet National Bank, and that said instrument (i.e. the Termination of Amended and Restated Trademark Security Agreement) was signed on behalf of said Bank by authority of its Board of Directors, and the said Director acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires: April 30, 2004

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