

10-09-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101867238

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

1. Name of conveying party(ies):
PNC Bank, National Association, as Agent

10-2-01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other as Agent

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Trademark Assignment

Execution Date: 09-28-01

2. Name and address of receiving party(ies)
Name: Axxess Technologies, Inc.

Internal
Address:

Street Address: 10590 Hamilton Avenue

City: Cincinnati State: OH Zip: 45231

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn, et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 E. Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690.00

- 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.

Elizabeth Kostiuik

Name of Person Signing

Elizabeth Kostiuik
Signature

10-03-01

Date

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

8

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

TRADEMARK
REEL: 002379 FRAME: 0657

10/09/2001 UMUELLER 00000194 194167
40.00 OP
50.00 OP
01 FC:461
02 FC:462

EXHIBIT A**Trademarks**

TRADEMARK	FEDERAL REGISTRATION NUMBER
A.D. 2000 (words only)	1994167
AXXESS + (words only)	1754854
AXXESS + (words only)	2291087
AXXESS + (words and design)	2292512
AXXESS + (words and design)	2295652
AXXESS (words and design)	1950599
AXXESS KEY IDENTIFIER (words only)	1845341
AXESS PC (words only)	1754900
CK (words and design)	1526510
COLE (words only)	1572868
COLE (words only)	1162439
CREDITCARD KEYS	1486689

(words only)	
KEYS MADE TO WORK (words only)	2291086
KEYS MADE TO WORK (words only)	2291088
MR. KEY (words and design)	704597
NONE (design only)	704596
NATIONAL KEY (words only)	1519528
PC+ (words and design)	2278994
PMC (words and design)	1968246
QUICK-SCRIBE (words only)	2397105
SABRE (stylized letters)	712471
TAG YOUR WORLD (words only)	2277567
VISUAL IMPACT (words only)	1717101
NONE (design only)	1230589
NONE (design only)	1604337

WESSEL (words only)	1794653
COLOR-PLUS	1166110

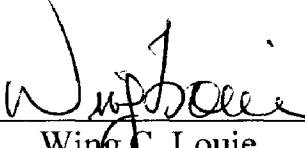
RELEASE OF TRADEMARK ASSIGNMENT OF SECURITY

THIS RELEASE is made as of this 28th day of September, 2001, by PNC Bank, National Association, as agent ("PNC") in favor of Axxess Technologies, Inc. ("Company").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, PNC hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, all of the trademarks listed on Exhibit A attached hereto and made a part hereof, which liens and security interests were established under and pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of December 15, 1999, and that certain Trademark Collateral Security Agreement, dated April 7, 2000, and that certain Trademark Assignment of Security dated as of April 7, 2000, all between Company and PNC (all agreements referred to herein as the "Agreements"). All obligations and duties listed under the Agreements to the extent they relate to the items listed on Exhibit A are hereby released and terminated, and PNC hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with directly or indirectly, the Agreements to the extent they relate to the items on Exhibit A.

This Release shall be binding upon PNC's legal representatives, assigns and successors.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Wing C. Louie
Title: Vice President