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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):
Amsouth Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Alabama
 Other _____

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

2. Name and address of receiving party(ies)
FSI/MFP, Inc.

Name: _____
Internal _____
Address: _____

Street Address: 135 Front Avenue
West Haven CT 06516
City: _____ State: _____ Zip: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: August 28, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,249,154

Additional number(s) attached Yes No

RECEIVED
MAY 11 2004
PTO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine Vanston, Esq.
Internal Address: Choate, Hall & Stewart

Street Address: 53 State Street
Exchange Place
City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00
 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.

Christine Vanston Christine Vanston April 22, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

04/30/2004 ECOOPER 00000083 031721 1249154
01 FC:8521 40.00 DA

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

TRADEMARK
REEL: 002961 FRAME: 0171

RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARK (this "Release") is made as of August 28, 2003 ("Effective Date") by and between FSI/MFP, INC., a Delaware corporation, with its principal office at 135 Front Avenue, West Haven, Connecticut 06516 ("Grantor"), and AMSOUTH BANK, an Alabama corporation, with its principal office at c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022 ("Grantee"), as Agent.

WHEREAS, pursuant to the terms and conditions of that certain Assignment for Security (Trademarks) by and between Grantor and Grantee dated November 26, 2002 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to the United States trademark registration for "MATLAW'S" set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "MATLAW'S Trademark");

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement and Mortgage - Trademarks and Patents by and between Grantor and Grantee dated November 26, 2002 (the "Security Agreement"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 3, 2002 at Reel 2630, Frame 0360.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels and releases any and all security interests it has against the MATLAW's Trademark.

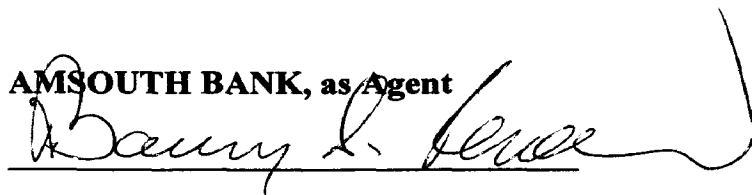
Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the MATLAW's Trademarks.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), necessary to effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AMSOUTH BANK, as Agent

A handwritten signature in cursive script, appearing to read "Barry L. Renow", is written over a horizontal line. The signature is fluid and extends slightly above and below the line.

Name: Barry Renow

Title: Attorney-In-Fact

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,249,154	8/23/83	MATLAW's