

TRADEMARK ASSIGNMENT

08-01-2008

Electronic Version v1.1  
 Stylesheet Version v1.1



103517118

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Bank, N.A.		07/01/2008	Bank:

RECEIVING PARTY DATA

Name:	Neptune Technology Group, Inc.
Street Address:	1600 Alabama Hwy 229
City:	Tallasse
State/Country:	ALABAMA
Postal Code:	36078
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	0281675	
Registration Number:	0712827	NEPTUNE
Registration Number:	0781354	TRISEAL
Registration Number:	0835895	NEPTUNE
Registration Number:	0857402	ARB
Registration Number:	1309769	CMR
Registration Number:	1928249	CMR-MAX
Registration Number:	2131702	MAPS
Registration Number:	2238520	ARB
Registration Number:	2502427	ROUTEMAPS
Registration Number:	2496709	ROADMAPS
Registration Number:	2643366	SEER
Registration Number:	2565813	AQUITY
Registration Number:	2433224	TRICON

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Registration Number:	2400056	TRICON/E
Registration Number:	2649992	FIELDNET
Registration Number:	2703711	FLOSEARCH
Registration Number:	2627654	TRU FLO
Registration Number:	2627655	TRU/FLO
Registration Number:	3032602	NEPTUNE
Registration Number:	2678295	PROTECTUS
Registration Number:	2752965	EZ ROUTEMAPS
Registration Number:	2932080	E-CODER
Registration Number:	2937128	E-CODER
Serial Number:	78215575	WATER REVENUE SYSTEM
Registration Number:	0088799	

**CORRESPONDENCE DATA**

**Fax Number:** (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 3016380511  
**Email:** ipresearchplus@comcast.net  
**Correspondent Name:** IP Research Plus, Inc.  
**Address Line 1:** 21 Tadcaster Circle  
**Address Line 2:** Attn: Penelope J.A. Agodoa  
**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	33488
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>Signature:</b>	/pja/
<b>Date:</b>	07/23/2008

**Total Attachments: 7**  
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**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Reg. or App. Number</b>	
	281675	1
NEPTUNE	712827	2
TRISEAL	781354	3
NEPTUNE	835895	4
ARB	857402	5
CMR	1309769	6
CMR-MAX	1928249	7
MAPS	2131702	8
ARB	2238520	9
ROUTEMAPS	2502427	10
ROADMAPS	2496709	11
SEER	2643366	12
AQUITY	2565813	13
TRICON	2433224	14
TRICON/E	2400056	15
FIELDNET	2649992	16
FLOSEARCH	2703711	17
TRU FLO	2627654	18
TRU/FLO	2627655	19
NEPTUNE	3032602	20
PROTECTUS	2678295	21
EZ ROUTEMAPS	2752965	22
E-CODER	2932080	23
E-CODER	2937128	24
WATER REVENUE SYSTEM	78/215575	25
	88799	26

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 1, 2008, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Neptune Technology Group, Inc., a Delaware corporation ("Grantor").

**WITNESSETH:**

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 29, 2003, made by the Borrowers (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Borrowers to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest dated as of February 6, 2004, among the Agent and the Grantor (the "Security Agreement"), the Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, in order to evidence the grant of Security Interest, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 24, 2004, at Reel 2919 and Frame 0527; and

WHEREAS, the Agent has agreed to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, with the intent to be legally bound hereby and for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as defined below) pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver to the Grantor any such instruments, agreements and other documents as

reasonably requested by the Grantor in order to further evidence the releases and discharges described above.

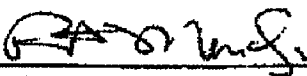
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.  
as Administrative Agent

By:   
Name: Robert L. Mendoza  
Title: Vice President

[Neptune Trademarks Release]

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

ss.:

On this 2<sup>nd</sup> day of July, 2008, before me personally appeared Robert L. Mendoza to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Ana D. De La Garza  
Notary Public

(Affix Seal Below)



[Nepune Trademarks Release]