

11-23-2001



101900510

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



11-15-2001

U.S. Patent & TMOs/TM Mail Rpt. Dt. #40

RECC...

SHEET

11-15-01

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name General Electric Capital Corporation

Formerly N/A

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name INTELEFILM Corporation

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 5501 Excelsior Boulevard

Address (line 2) _____

Address (line 3) Minneapolis MN 55116
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Minnesota

US PATENT & TRADEMARK OFFICE
RECEIVED
NOV 15 2001

11/21/2001 00000071 200032 75788010

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 375.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 002398 FRAME: 0513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/788,010"/>	<input type="text" value="75/743,668"/>	<input type="text" value="75/597,855"/>
<input type="text" value="75/717,663"/>	<input type="text" value="75/565,849"/>	<input type="text" value="75/597,857"/>
<input type="text" value="76/007,704"/>	<input type="text" value="75/598,045"/>	<input type="text" value="75/598,049"/>

<input type="text" value="1,944,823"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,218,495"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,176,506"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Hill Blackett, III, Esq.

Hill Blackett, III

11/6/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/598,046"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/577,274"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/818,444"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76,040,585"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>



GE Capital Business Credit
6701 Center Drive West, Suite 100
Los Angeles, CA 90045
310-317-7650 Fax: 310-317-7677

**ASSIGNMENT AND RELEASE OF
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**
(TRADEMARKS)

RECITALS

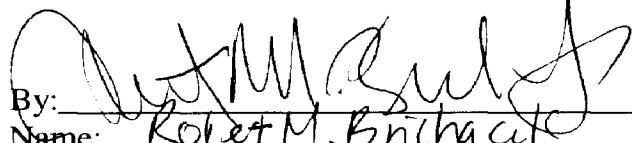
A. INTELEFILM, a Minnesota corporation, (the "Grantor"), and General Electric Capital Corporation ("GE Capital"), as Lender, entered into that certain Patent, Trademark and Copyright Security Agreement dated as of July 31, 2000, and recorded with the U.S. Patent and Trademark Office on September 20, 2000, at Reel 002165, Frame 0030, with respect to Trademarks, pursuant to which Grantor granted to GE Capital a security interest in and lien on all of its interest in and to the Intellectual Property Collateral (as defined therein).

B. GE Capital desires to release its security interest in and lien on the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GE Capital hereby releases its security interest in and lien on the Intellectual Property Collateral including, without limitation, the Trademarks set forth in the attached Schedule 1, and reassigns to Grantor, without representation or warranty, express or implied, and without recourse, all right, title and interest of GE Capital in and to Grantor's interest in such Intellectual Property Collateral.

Dated: October 26, 2001

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Robert M. Brichacek
Duly Authorized Signatory

SCHEDULE I
to
ASSIGNMENT AND RELEASE OF
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
(TRADEMARKS)

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Harmony	1,944,823	1/2/96
Curious Pictures	2,218,495	1/19/99
Gigantic Pictures	2,176,506	7/28/98

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing/Reg. Date</u>
Chelsea Pictures	75/788,010	6/27/00
iNTELEFILM	75/717,663	5/28/99
DCODE, Inc.	76/007,704	3/23/00
Wraparoni	75/743,668	7/6/99
Virtual Movie Studio	76/040,585	5/4/00
Drakkar Noir	None	Not registered
Curious Toys	None	Not registered
Mighty Curious sm	None	Not registered
Monsters of Grace	None	Not registered
RoboGolf	None	Not registered
Curious Bonz	75/565,849	10/6/98
The End	75/598,045	10/26/99
Beginning Entertainment	75/597,855	10/12/99
Furious Pictures	75,597,857	12/2/98
Delirious Pictures	75,598,049	12/2/98
Melody Films	75,598,046	12/2/98
Momentum Films	75/577,274	11/16/99
Unscented	75,818,444	10/11/99

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		