

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		02/25/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital On-Demand, Inc.		
<b>Street Address:</b>	5993 Avenida Encinas		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2507743		
Registration Number:	2559496		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212756-2388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq.		
<b>Signature:</b>	/sas for da/		
<b>Date:</b>	03/01/2005		

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Total Attachments: 5

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation ("Releasor"), in favor of **DIGITAL ON-DEMAND, INC.**, a Delaware corporation ("Releasee").

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of August 19, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among AEC One Stop Group, Inc. ("AEC"), Releasor, as agent; the Persons named therein as Credit Parties; and the Persons signatory thereto from time to time as Lenders, Lenders agreed to make loans and other financial accommodations to Releasee and to incur Letter of Credit Obligations for the benefit of Releasee;

**WHEREAS**, AEC and Releasor entered into that certain Security Agreement, dated as of August 19, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Counterpart and Acknowledgement, dated January 28, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including those referred to on Schedule A, attached hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Releasee against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002663/Frame 0153 on February 3, 2003.

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the

Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 25 day of FEBRUARY 2005.

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: 

Name: DENNIS P. LEONARD

Title: DULY AUTHORIZED SIGNATORY


**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Connecticut

COUNTY OF FAIRFIELD

ss.:

On this 25<sup>th</sup> day of FEBRUARY 2005, before me, the undersigned, personally appeared DENNIS P. LEONARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]

WILLIAM L. HILL  
NOTARY PUBLIC  
STATE OF CONNECTICUT

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Reg. No./Ser. No.</u></b>
REDDOT DESIGN	2,507,743
REDDOT DESIGN	2,559,496