

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
MCG Finance Corporation (n/k/a MCG Finance I, LLC)

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: PictureQuest Acquisition Corp., LLC
Internal
Address: _____
Street Address: 8280 Greensboro Drive
City: McLean
State: VA
Country: _____ Zip: 22102

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 7, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/023,858; 76/023,881

B. Trademark Registration No.(s)
2,499,901; 2,497,936; 2,499,899; 2,499,897; 2,497,935; 2,499,898

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Emily Luskin Schonbraun
Internal Address: Willkie Farr & Gallagher LLP
Street Address: 787 Seventh Avenue
City: New York
State: NY Zip: 10019
Phone Number: 212-728-8771
Fax Number: 212-728-8111
Email Address: eschonbraun@willkie.com

6. Total number of applications and registrations involved: 8


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232405
Authorized User Name Willkie Farr & Gallagher

9. Signature:  3/17/05
Signature Date

Emily Luskin Schonbraun
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$216.00 232405 76023868

**RELEASE OF SECURITY AGREEMENT IN
INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of March __, 2005, is entered into by MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof), a Delaware corporation (n/k/a MCG FINANCE I, LLC, a Delaware limited liability company), with a business address of 1100 Wilson Boulevard, Suite 3000, Arlington, VA 22209, as Administrative Agent ("Administrative Agent"), for itself and the benefit of the Lenders (as defined in the Credit Agreement referred to below), who are parties to that certain Intellectual Property Security Agreement dated as of June 25, 2001 (the "IP Security Agreement") among PICTUREQUEST ACQUISITION CORP., LLC (including any successor in interest or permitted assignee thereof, "Grantor"), the Lenders and the Administrative Agent.

WITNESSETH

WHEREAS, Grantor has granted a security interest in certain of its Collateral (as defined in the IP Security Agreement) pursuant to that certain Intellectual Property Security Agreement, dated as of June 25, 2001 (the "IP Security Agreement"), between Grantor and Administrative Agent, for itself and the benefit of the Lenders (the "Grant of Security Interest");

WHEREAS, the Grant of Security Interest was recorded on behalf of the Administrative Agent, for itself and the benefit of the Lenders, in the United States Patent and Trademark Office ("PTO") on August 17, 2001, at Reel/Frame No. 2355/0735, to evidence the security interest granted to the Administrative Agent for itself and the benefit of the Lenders, thereunder;

WHEREAS, Grantor has fulfilled all payment and performance obligations under the IP Security Agreement and the Credit Agreement has terminated;

WHEREAS, Grantor has requested that the Administrative Agent and the Lenders: (a) terminate and release the liens and interests of Administrative Agent and the Lenders in certain Collateral (as defined in the IP Security Agreement); and (b) execute and deliver evidence of such termination and release for filing in the PTO, all in connection with the extension of credit to Grantor and certain affiliated entities (collectively, the "Borrowers") pursuant to the terms of that certain Credit Facility Agreement among the Borrowers, Lenders and Administrative Agent, dated as of December 29, 2000 (the "Credit Agreement"); and

WHEREAS, the Administrative Agent and the Lenders have agreed to such release and termination, as Grantor has fulfilled all payment and performance obligations under the IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, having been duly authorized to do so on behalf of itself and the Lenders, hereby acknowledges and agrees as follows:

1. Acknowledgment of Termination of Grant of Security Interest in Trademarks. All rights and security interest in the Trademark Collateral (as defined in the IP Security Agreement), including but not limited to each of the trademarks set forth in Schedule A, attached hereto and incorporated herein by reference, which were granted under the Grant of

TRADEMARK

REEL: 003068 FRAME: 0635

2792409.3

SCHEDULE A
TRADEMARK COLLATERAL

Reel/Frame No. 2355/0735

U.S. Federal Trademark Application	
Trademark	Registration No. (Application No.)
PICTUREQUEST	2,499,901
PICTUREQUEST	2,497,936
PICTUREQUEST	2,499,899
PICTUREQUEST	(76/023,858)
PICTUREQUEST (and design)	2,499,897
PICTUREQUEST (and design)	2,497,935
PICTUREQUEST (and design)	2,499,898
PICTUREQUEST (and design)	(76/023,881)

2792409.3

SCHEDULE B**COPYRIGHT COLLATERAL****1. Registered Copyrights**

None.

2. Pending Copyright Applications.

None.

3. Unregistered Copyrights.

None.

4. Copyright Licenses.

Pursuant to the ASP and License Agreement by and between PictureQuest Acquisition Company, LLC ("PictureQuest") and eMotion, Inc. ("eMotion"), dated July __, 2001, eMotion granted to PictureQuest an exclusive (solely to the extent set forth in Section 6.7 of the Purchase Agreement), perpetual, royalty-free, irrevocable (except as provided in Article 5 of the ASP and License Agreement), worldwide, non-transferable (except as provided in Section 11.2 of the ASP and License Agreement) and non-sublicensable (except as provided in Section 3.4 of the ASP and License Agreement) right and license to use, copy and display: (i) the Licensed Software in Object Code form; and (ii) the Documentation, in all respects and in each case limited to and to the extent necessary to launch, operate, provide, manage, maintain, and administer the Business (capitalized terms found in these clauses (i) and (ii) are defined in the ASP and License Agreement).

2792409.3

SCHEDULE C

PATENT COLLATERAL

None.