

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):

GE Capital Equity Investments, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 26, 2005

- Assignment
- Security Agreement
- Other Release and Assignment of Trademark
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: eMotion, Inc.

Internal

Address: _____

Street Address: 2600 Park Tower Drive, Suite 600

City: Vienna

State: Virginia

Country: United States of America Zip: 22180

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

Citizenship _____
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)

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

A. Trademark Application No.(s)
78032329, 78027474, 76041732, 76032696, 76032691, 76032690, 76032689, 76041730, 76032686, 76032680, 76032675, 76032697, 76032692, 76032685, 76032684,

B. Trademark Registration No.(s)
2293190, 2110964, 2477727, 2472173, 2270140, 2072152, 2340177, 2057596, 2055594, 2047278, 1973013,

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: Jessica Levy

Internal Address: _____

Street Address: Preston Gates & Ellis LLP
925 Fourth Avenue, Suite 2900

City: Seattle

State: Washington Zip: 98104-1158

Phone Number: (206) 370-8379

Fax Number: (206) 370-6113

Email Address: jessical@prestongates.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,680.00

- 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 04-0100
Authorized User Name John W. Branch

9. Signature:

Signature

Date

John W. Branch - 41.633

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1680.00 040100 78032329

**RELEASE AND ASSIGNMENT OF
TRADEMARK SECURITY AGREEMENT**

Reference is hereby made to that certain Trademark Security Agreement, dated as of September 14, 2001, executed by EMOTION, INC., a Delaware corporation ("Grantor"), in favor of GE CAPITAL EQUITY INVESTMENTS, INC., CONSTELLATION VENTURE CAPITAL, L.P., CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P., CHARTWELL CAPITAL INVESTORS II, L.P., SIB PRIVATE EQUITY, L.P. AND GLOBAL RIGHTS FUND II, L.P. (collectively the "Grantees"), which was recorded in the United States Trademark and Patent Office on October 22, 2001 (the "Agreement"), which Agreement relates to the right, title and interest to the following (all of the following items of types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trade name, trademark registration, trademark application, service mark, service mark registration and service mark application, including, without limitation, the trade names, trademark registrations, trademark applications, service mark registrations and service mark applications referred to in Schedule 1 annexed hereto and made a part hereof, (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (E) all of Grantor's rights corresponding thereto throughout all the world; and

(2) all products and proceeds of the foregoing, including, without limitation, license royalties and proceeds of any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registration, trademark application, service mark, service mark registration and service mark application including, without limitation, the trade names, trademark registrations, trademark applications, service mark registrations and service mark applications referred to in Schedule 1 annexed hereto and made a part hereof, the trademark registrations and service mark registrations issued with respect to the trademark applications and service mark applications referred to in Schedule 1 and the trademarks and service marks licensed under any trademark or service mark license, or (b) injury to the goodwill associated with any trademark, trademark registration, service mark, service mark registration, or trademark or service mark licensed under any trademark or service mark license.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantee hereby releases and terminates any and all security interest, power of attorney and any other rights such Grantee may have in the Trademark Collateral (as defined in the Agreement), and reassigns to Grantor all of such Grantee's right, title and interest in the Trademark Collateral.

Each Grantee represents and warrants to Grantor that such Grantee has in no way conveyed, granted, transferred, encumbered, hypothecated or otherwise pledged or disposed of any of the right, title or interest granted to such Grantee under the Agreement to any party other than Grantor.

IN WITNESS WHEREOF, the Grantees have executed this Release and Assignment of Trademark Security Agreement as of July 26, 2005.

GE CAPITAL EQUITY INVESTMENTS, INC.

By: *Andrew Asswood*
Name: *Andrew Asswood*
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name:
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____
Name:
An authorized officer

GLOBAL RIGHTS FUND II, L.P.

By: _____
Name:
An authorized officer

IN WITNESS WHEREOF, the Grantees have executed this Release and Assignment of Trademark Security Agreement as of July 26, 2005.

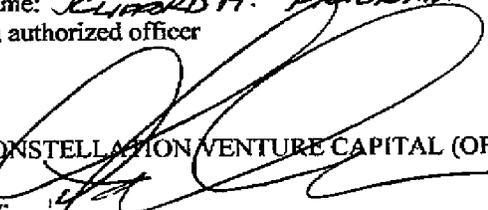
GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: 
Name: CLIFFORD H. FRIEDMAN
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: 
Name: CLIFFORD H. FRIEDMAN
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

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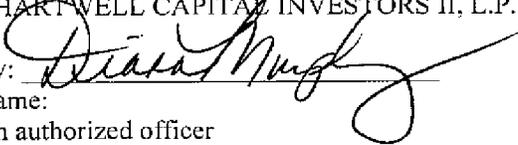
CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name:
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: 
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

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GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
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CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name:
An authorized officer

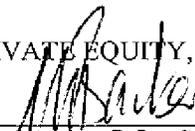
CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name:
An authorized officer

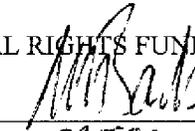
CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: 
Name: GREESA BAXTER
An authorized officer

GLOBAL RIGHTS FUND II, L.P.

By: 
Name: GREESA BAXTER
An authorized officer

SCHEDULE 1

Trademarks

<u>Serial No.</u>	<u>Registration No.</u>
75295346	2293190 E-MOTION
74552588	2110964 EMOTION
76032695	2477727 POWERING PRODUCTIVITY
75714132	2472173 MEDIA QUEST
75249619	2270140 E
74556413	2072152 CREATIVEPARTNER
75550608	2340177 CINEBASE
75148689	2057596 PNI
75148123	2055594 PNI
75015824	2047278 PUBLISHER'S DEPOT
74688758	1973013 PNI
74688757	1973012 PNI
74422450	1960702 SEYMOUR
74422449	1960701 SEYMOUR
74713663	2109564 FIBERHYDRANT
74495190	1924518 C CINEBASE

Trademark Applications

78032329 FOOTAGEQUEST
 78027474 EMOTION MEDIAPARTNER
 76041732 POWERING PRODUCTIVITY
 76032696 POWERING PRODUCTIVITY
 76032691 EMOTION
 76032690 EMOTION
 76032689 EMOTION
 76041730 EMOTION
 76032686 POWERING PRODUCTIVITY
 76032680 POWERING PRODUCTIVITY
 76032675 EMOTION
 76032697 POWERING PRODUCTIVITY
 76032692 "M" EMOTION
 76032685 "M" EMOTION
 76032684 "M" EMOTION
 76032682 "M" EMOTION
 76032683 "M" EMOTION
 76032681 "M" EMOTION
 76023815 GLOBAL BRAND MANAGER
 76023814 GLOBAL BRAND MANAGER
 76023802 GLOBAL MEDIA PARTNER
 76041728 EMOTION
 76032698 POWERING PRODUCTIVITY
 76032688 EMOTION
 76032687 EMOTION
 76023803 GLOBAL MEDIA PARTNER