

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank - California		05/31/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FastChannel Network, Inc.		
Street Address:	250 First Avenue, Suite 201		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646438	ECREATIVESEARCH	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(713) 221-3306		
Email:	constance.rhebergen@bracewellgiuliani.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	086042.000078		
NAME OF SUBMITTER:	Constance Gall Rhebergen		
Signature:	/constance gall rhebergen/		
Date:	06/07/2006		

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TRADEMARK  
REEL: 003323 FRAME: 0414

Total Attachments: 3  
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**RELEASE OF LIEN AND SECURITY INTEREST IN TRADEMARK**

This Release of Trademark Security Agreement ("Release"), is made by Comerica Bank – California ("Comerica Bank") in favor of FastChannel Network, Inc., a Delaware corporation ("FastChannel").

**RECITALS**

WHEREAS, Comerica Bank and FastChannel previously entered into that certain Trademark Security Agreement dated December 13, 2002, recorded in the United States Patent and Trademark Office on December 27, 2002 at Reel 2639, Frame 0352 (the "Security Agreement"), pursuant to which Comerica Bank purportedly owns a security interest in, among other things, FastChannel's Trademarks (as defined in the Security Agreement), including those registered U.S. Trademark Applications and Registrations of the FastChannel associated with such Security Agreement that are listed in the attached Exhibit A.

WHEREAS, Comerica Bank desires to release its security interest in the registered U.S. Trademark Applications and Registrations, including the trademark listed in the attached Exhibit A.

**NOW, THEREFORE**, subject to the terms, conditions, covenants and provisions of this Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Comerica Bank hereby releases all liens, security interests, assignments, and other interests of Comerica Bank in and to the trademarks of FastChannel, including, without limitation, the security interest in those U.S. Trademark Applications and Registrations listed on the attached Schedule A granted to Comerica Bank by FastChannel and recorded in the United States Patent and Trademark Office on December 27, 2002 under Reel 2639 Frame 0352.

*In Witness Whereof*, this Release of Lien and Security Interest in Trademark been signed this 31<sup>st</sup> day of May, 2006.

**COMERICA BANK - CALIFORNIA**

By: Bryan K. Tom  
Name: BRYAN K. TOM  
Title: VIC PRESIDENT

**SCHEDULE A**

<b>FILE NO.</b>	<b>CTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>MARK</b>	<b>OWNER</b>
	US	2,646,438	11/5/02	ECREATIVE SEARCH	Fastchannel Network, Inc.

HOUSTON1963530.1

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } SS.On June 1, 2006, before me, Ana M. Gawrosch, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared BRYAN K. TOM,  
Name(s) of Signer(s)☐ personally known to me☒ proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

  
 Signature of Notary Public
**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**Title or Type of Document: Release of Lien & Security Interest inDocument Date: May 31, 2006 Trademark Number of Pages: (2)

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Bryan K Tom

- ☒ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
 OF SIGNER  
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Signer's Name: \_\_\_\_\_

- ☐ Individual
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- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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