TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE, CAYMAN ISLANDS BRANCH		11/20/2006	SWISS BANK:

RECEIVING PARTY DATA

Name:	CANON COMMUNICATIONS, LLC
Street Address:	11444 W. OLYMPIC BLVD.
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2335351	MICRO

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Scott Lyne
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610-12650
NAME OF SUBMITTER:	Scott Lyne
Signature:	/SCOTT LYNE/

CH $40.00 2335351

Date:	12/07/2006

Total Attachments: 4
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Execution Copy

TERMINATION AND RELEASE OF SECOND LIEN
SECURITY INTEREST IN CERTAIN TRADEMARKS

This Termination and Release of Second Lien Security Interest in Certain Trademarks, dated as of November 20, 2006, is made by Credit Suisse, Cayman Islands Branch, a Swiss bank, as Collateral Agent and Administrative Agent for the banks and other financial institutions (collectively, the "Lenders"), party to the Credit Agreement referred to below (in such capacity, the "Agent"), to Canon Communications, LLC (the "Grantor"), a Delaware limited liability company with its principal place of business located at 11444 W. Olympic Blvd. Los Angeles, CA 90064. Except as otherwise provided herein, capitalized terms used but not otherwise defined herein have the meanings set forth (or incorporated) in the Security Agreement (as defined below).

WHEREAS, reference is made to that Second Lien Credit Agreement dated as of May 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, Holdings, the Lenders, the Subsidiary Guarantors, the Agent, and the other agents party thereto;

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedging Agreements by the Hedge Banks from time to time, the Grantor executed and delivered that certain Second Lien Security Agreement dated May 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other Collateral, certain Intellectual Property Collateral of the Grantor, including the U.S. trademark registration set forth on Schedule A hereto (the "Released Trademark"), and as a condition thereof executed that certain Second Lien Intellectual Property Security Agreement dated May 31, 2005 (the "IP Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 13, 2005 at Reel 3173 and Frame 0419; and

WHEREAS, the Agent has agreed to terminate, release and assign its security interest in (and only in) the Released Trademark and assign, transfer, and grant all of its right, title and interest in (and only in) the Released Trademark to the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Agent does hereby terminate and release to the Grantor, without recourse, representation or warranty of any kind, that security interest in all of such Grantor's right, title and interest of every kind and nature in and to the Released Trademark, together with all proceeds and rights associated therewith and the goodwill of the businesses connected with the

TRADEMARK
REEL: 003439 FRAME: 0414

use of, and symbolized by, the Released Trademark, granted pursuant to the IP Security Agreement.

2. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Released Trademark contemplated hereby.

3. This Termination and Release of Second Lien Security Interest in Certain Trademarks shall be effective only with respect to the Released Trademark and nothing contained herein shall be deemed to be a release or termination of or have any other effect on any other liens, security interests, charges or encumbrances on any other Collateral, property or assets granted by the Grantor or any of the Grantors (as that term is defined in the Security Agreement) in connection with the Credit Agreement or any of the Loan Documents (as that term is defined in the Credit Agreement).

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Second Lien Security Interest in Certain Trademarks to be duly executed as of the date above first written.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, in its capacity as Collateral and Administrative Agent

By _____

Name: BILL O'DALY
Title: DIRECTOR

MIKHAIL FAYBUSOVICH
ASSOCIATE

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Schedule A

Released Trademark

Title	Country	Owner	Reg. No./ Reg. Date	Applic. No./ Filing Date	Status
MICRO	U.S.	Canon Communications, LLC	2,335,351 03/28/2000	75/645,453 02/22/1999	Registered

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of November, 2006, before me personally appeared BILL O'DALY & MIKHAIL PAVLUSOVICH to me known who, being by me duly sworn, did depose and say that THEY ARE ~~he/she is~~ DIRECTOR & ASSOCIATE of Credit Suisse, Cayman Islands Branch, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse, Cayman Islands Branch.

Notary Public

(Affix Seal Below)

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2007

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