

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
HAYMARKET CAPITAL, LLC		12/09/2009	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	38 STUDIOS, LLC
Street Address:	5 CLOCK TOWER PLACE, SUITE 200
City:	MAYNARD
State/Country:	MASSACHUSETTS
Postal Code:	01754
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	38 STUDIOS BALTIMORE, LLC
Street Address:	5 CLOCK TOWER PLACE, SUITE 200
City:	MAYNARD
State/Country:	MASSACHUSETTS
Postal Code:	01754
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77069853	
Serial Number:	77097485	GMG
Serial Number:	77097488	HOW COOL WOULD IT BE IF...
Serial Number:	77097754	38 STUDIOS
Serial Number:	77127958	38 38 STUDIOS
Serial Number:	77150320	38 STUDIOS
Registration Number:	3523565	MASS SETTS GAME CHALLENGE 38
Serial Number:	77380851	OEE

OP \$540.00 77069853

Serial Number:	77383429	THE ORIGINAL ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	77484601	ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	77486501	THE PREMIER ONLINE ENTERTAINMENT EXPERIENCE
Serial Number:	77696544	
Serial Number:	78110604	RISE OF NATIONS
Serial Number:	78172461	BIG HUGE GAMES
Serial Number:	78621501	RISE OF LEGENDS
Serial Number:	78789414	BIG HUGE ENGINE
Serial Number:	78789451	BIG HUGE ENGINE
Serial Number:	78971976	
Serial Number:	78975981	RISE OF NATIONS
Serial Number:	78979500	RISE OF LEGENDS
Serial Number:	78979508	RISE OF LEGENDS

CORRESPONDENCE DATA

Fax Number: (215)299-2150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215.299.2010
Email: MMCCREARY@FOXROTHSCHILD.COM
Correspondent Name: MARK G. MCCREARY
Address Line 1: 2000 MARKET STREET, TWENTIETH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	MGMC-27731-001
NAME OF SUBMITTER:	MARK G. MCCREARY
Signature:	/MARK G. MCCREARY/
Date:	12/09/2009

Total Attachments: 1
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Haymarket Capital, LLC

December 9, 2009

38 Studios, LLC
38 Studios Baltimore, LLC
5 Clock Tower Place, Suite 200
Maynard, Massachusetts 01754
Attn: William Thomas, Treasurer and Secretary

Re: *\$1,700,000 Bridge Loan from Haymarket Capital, LLC to 38 Studios, LLC and 38 Studios Baltimore, LLC (the "Bridge Loan Facility")*

Dear Mr. Thomas:

On December 8, 2009, Haymarket Capital, LLC (the "Lender") received \$750,000.00 (the "Final Amount") by wire transfer from 38 Studios, LLC and 38 Studios Baltimore, LLC (collectively, the "Borrowers"), which amount represented payment in full of all outstanding indebtedness and obligations (including outstanding principal and interest and reimbursement of expenses) due from the Borrowers to the Lender under (i) the Amended and Restated Loan Agreement dated July 28, 2009, as amended by the First Amendment to Amended and Restated Loan Agreement dated September 26, 2009 (the "Loan Agreement"), and (ii) that certain \$1,700,000 Amended and Restated Term Note dated July 28, 2009 by the Borrowers in favor of the Lender, as amended by the First Allonge to Amended and Restated Term Note (the "Note"), it being understood that the Borrowers previously remitted payments to the Lender in the aggregate amount of \$1,000,000.

The Lender hereby acknowledges and agrees that payment of the Final Amount, automatically and without any further action on the part of the Borrowers or the Lender, caused the (i) termination and release of all security interests and other liens granted to or held by the Lender as security pursuant to the Bridge Loan Facility, and (ii) termination, release and discharge of all obligations of the Borrowers under the Loan Agreement and the Note.

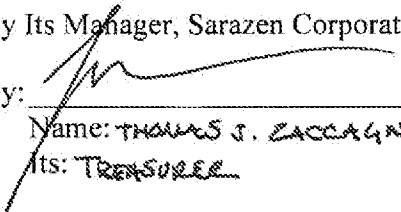
The Lender hereby releases the collateral securing the Bridge Loan Facility (the "Collateral") and authorizes the Borrowers to file any UCC-3 termination statements or other documents necessary to evidence the termination and release of the Lender's liens and security interests in the Collateral. The Lender shall promptly surrender the Note to the Borrowers marked paid in full.

Very truly yours,

HAYMARKET CAPITAL, LLC

By Its Manager, Sarazen Corporation

By:


Name: THOMAS J. ZACCAGNINO
Its: TREASURER