

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
Baker MN Holding Corp.		01/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MusicNet, Inc. d/b/a MediaNet Digital, Inc.		
Street Address:	85 10th Avenue; 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2872539	MUSICNET	
Registration Number:	2139951	MUSICNET	
Serial Number:	78285151	PERFORMANCE BY MUSICNET	
Serial Number:	78349415	M	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	1585 Broadway		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	12915-015TM SEC RELEASE		
NAME OF SUBMITTER:	Jenifer deWolf Paine		

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REEL: 004132 FRAME: 0028

Signature:	/Jenifer deWolf Paine/
Date:	01/15/2010
Total Attachments: 6 source=MUSICNET Security Release#page1.tif source=MUSICNET Security Release#page2.tif source=MUSICNET Security Release#page3.tif source=MUSICNET Security Release#page4.tif source=MUSICNET Security Release#page5.tif source=MUSICNET Security Release#page6.tif	

Baker MN Holding Corp.
c/o Baker Capital Corporation
540 Madison Avenue - 29th Floor
New York, NY 10022

Satisfaction Letter

January 15, 2010

MusicNet, Inc.
d/b/a MediaNet Digital, Inc.
85 10th Avenue
3rd floor
New York, NY 10011

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Grid Promissory Note, dated as of May 7, 2008 and amended and restated on December 1, 2009, issued by MusicNet, Inc. d/b/a MediaNet Digital, Inc. (the "Company") to Baker MN Holding Corp. ("Holding Corp.") (the "Note"), (ii) the Security Agreement, dated as of May 7, 2008, between the Company and Holding Corp. (the "Security Agreement"), (iii) the Patent Security Agreement, dated as of May 7, 2008, between the Company and Holding Corp. (the "Patent Security Agreement") and the related Schedule A attached hereto that includes the patents encompassed by that Security Agreement and (iv) the Trademark Security Agreement, dated as of May 7, 2008, between the Company and Holding Corp. and the related Schedule A attached hereto that includes the trademarks encompassed by that Security Agreement (the "Trademark Security Agreement"), together with the Security Agreement and the Patent Security Agreement, the "Financing Documents").

Concurrently with the execution and delivery of this Satisfaction Letter (this "Letter"), the Company and Holding Corp. shall enter into, execute and deliver a Subscription Agreement (the "Subscription Agreement"), pursuant to which Holding Corp. agrees to subscribe for and purchase from the Company, and the Company agrees to issue to Holding Corp., 2,681,668 shares of the Company's Series A Convertible Preferred Stock, \$0.01 par value per share (the "Shares"), for the aggregate consideration of the sum of (x) three million two dollars (\$3,000,002) plus (y) the principal face amount of the Note, together with all accrued but unpaid interest thereon, being exchanged for the Shares.

In accordance with the terms of the Subscription Agreement and this Letter, Holding Corp. has agreed to accept the applicable portion of the Shares in full satisfaction of the Secured Obligations (as defined in the Security Agreement) owed by the Company to Holding Corp. under the Note and the Financing Documents.

The parties hereby confirm and agree as follows:

1. The Company and Holding Corp. hereby agree that upon Holding Corp.'s receipt of the Shares in accordance with the Subscription Agreement: (i) all security interests, liens, financing statements and other charges of whatever nature granted to (or purported to be granted) to the Holding Corp. as security for the Secured Obligations shall automatically and immediately terminate and be forever discharged; (ii) all of the Secured Obligations and other indebtedness (including, without limitation, for principal, interest and fees on the Note), liabilities and other Secured Obligations of

Holding Corp. under or in connection with the Note and the Financing Documents shall automatically and immediately terminate; and (iii) the Note and the Financing Documents shall automatically and immediately terminate (other than those terms and provisions which expressly survive the termination of the Note and the Financing Documents).

2. Holding Corp. hereby confirms and agrees that upon Holding Corp.'s receipt of the Shares in accordance with the Subscription Agreement, the Company or its designee is authorized to file a UCC-3 termination statement in order to evidence the termination of the liens and security interests granted pursuant to the Financing Documents and Holding Corp. will, at the Company's expense, execute and deliver such trademark releases, patent or copyright releases and other documents as the Company may reasonably request in order to evidence the termination of the liens and security interests granted pursuant to the Financing Documents. The Company acknowledges and agrees that its obligations and liabilities under the Financing Documents shall be reinstated with full force and effect if, at any time on or after the date hereof, all or any portion of the Shares issued to Holding Corp. is voided or rescinded or otherwise must be returned by Holding Corp. to the Company upon the Company's insolvency, bankruptcy or reorganization or otherwise, all as though such issuance of the Shares had not been made.

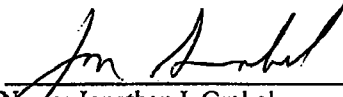
3. The Company hereby confirms and agrees that the indemnification provisions set forth in Section 5(e) of the Security Agreement will apply and be enforceable by Holding Corp. in respect of Holding Corp.'s execution and delivery of this Letter and the other instruments and agreements provided for herein, all actions taken or omitted by Holding Corp. and all claims based upon or arising in connection with any of the foregoing.

4. This Letter will be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York. This Letter may be executed by the Company and Holding Corp. in separate counterparts and the executed counterparts may be delivered by facsimile transmission or other electronic means, including pdf or tif, all of which will be enforceable as an original.

[Remainder of page intentionally left blank]

Very truly yours,

Baker MN Holding Corp.

By: 
Name: Jonathan I. Gabel
Title: President

Accepted and Agreed to as of the date
first written above:

MusicNet, Inc. d/b/a MediaNet Digital, Inc.

By: _____
Name: Alan McGlade
Title: President and CEO

[Satisfaction Letter]

TRADEMARK
REEL: 004132 FRAME: 0032


Very truly yours,

Baker MN Holding Corp.

By: _____
Name: Jonathan I. Gabel
Title: President

Accepted and Agreed to as of the date
first written above:

MusicNet, Inc. d/b/a MediaNet Digital, Inc.

By: 
Name: Alan McGlade
Title: President and CEO

[Satisfaction Letter]

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EXECUTION COPY

**SCHEDULE A
to the Patent Security Agreement**

Debtor: MusicNet, Inc. d/b/a MediaNetDigital, Inc.

Issued U.S. Patents of Debtor

Patent No. Issue Date Title

None.

Pending U.S. Patent Applications of Debtor

Serial No.	Filing Date	Title
11/276,820	15 March 2006	ONE-CLICK DIGITAL PACKAGE PURCHASE AND ARCHIVE

**SCHEDULE A
to the Trademark Security Agreement**

U.S. Trademarks

Registration No.	Registration Date	Registered Owner	Mark
No. 2,872,539	8/10/04	MusicNet, Inc.	MUSICNET
No. 2,139,951	3/03/98	MusicNet, Inc.	MUSICNET
S.N. 78/285,151	12/07/04	MusicNet, Inc.	PERFORMANCE BY MUSICNET
S.N. 78/349,415	1/04/05	MusicNet, Inc.	M logo