

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
Hercules Technology Growth Capital, Inc.		12/22/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Affinity VideoNet, Inc.		
Street Address:	1625 Broadway Ave., Suite 880		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1953091	AFFINITY VIDEONET	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-892-7250		
Email:	sandra.wainer@dgsllaw.com		
Correspondent Name:	Sandra Wainer		
Address Line 1:	1550 17th Street, Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	AFFINITY VIDEONET		
NAME OF SUBMITTER:	Sandra Wainer		
Signature:	/Sandra Wainer/		
Date:	01/07/2011		

CH \$40.00 1953091

900180811

TRADEMARK
 REEL: 004449 FRAME: 0017

Total Attachments: 5

source=hercules#page1.tif

source=hercules#page2.tif

source=hercules#page3.tif

source=hercules#page4.tif

source=hercules#page5.tif



December 22, 2010

Affinity VideoNet, Inc.
1641 California, 3rd Floor
Denver, CO 80202

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (the "Loan Agreement"), entered into and effective as of May 30, 2008, by and among Affinity VideoNet, Inc., a Delaware corporation (the "Borrower"), and Hercules Technology Growth Capital, Inc., a Maryland corporation (the "Lender"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of the indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "Obligations") payable under the Loan Agreement. This letter (the "Payoff Letter") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount Wiring Instructions. The "Payoff Amount" is U.S. \$4,202,583.09 (through and until 5:00 p.m. California time on December 28, 2010 (the "Payoff Date"). If Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 5:00 p.m. California time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of U.S. \$1,971.80 per day (the "Per Diem Amount") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 5:00 p.m. California time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The calculations of the Payoff Amount and the Per Diem Amount are set forth on Schedule A hereto.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name:	Union Bank of California
Address:	350 California Street, Suite 1800
	San Francisco, CA 94104
ABA#:	122000496
Account Name:	Hercules Technology Growth Capital, Inc.
Account #:	4720011889
Contact:	Jessica Tong-Baron (650) 289-3079

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full and the Loan Agreement shall be terminated. Notwithstanding the foregoing, the provisions set forth in Sections 6.3, 8.1 and 11.12 of the Loan Agreement shall survive the termination of the Loan Agreement.

KNM
[Signature]

Lender's Agreements. Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent of the Borrower to file (i) UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender and (ii) releases of all filings made by the Lender in the copyright, trademark and patents office with respect to intellectual property owned by the Borrower and its Subsidiaries.

(b) Lender will return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Lender shall execute the Termination of Control Agreement attached hereto as Schedule B for each agreement by which Lender obtained control of a deposit account and / or a securities account to terminate its control over such deposit and / or securities account.

(d) Lender shall execute the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule C.

Release. For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

except with respect to Lender's status as a warrant holder of Borrower

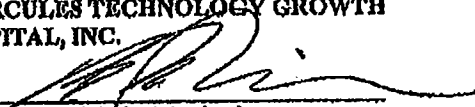
Counterparts; Facsimile Delivery. Lender hereby requests that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

KNM
[Signature]

Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

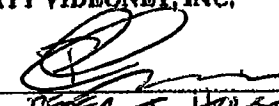
Very truly yours,

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

By: 
Name: K. Nicholas Marttsoh
Its: Associate General Counsel

ACCEPTED AND AGREED:

AFFINITY VIDEONET, INC.

By: 
Name: PETER J. HOLST
Title: CEO

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3080
650.473.9194
WWW.HERCULESTECH.COM

Schedule A

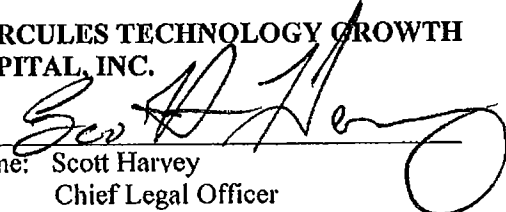
APFN#		Payoff	Interest Rate		Per diem Rate	PIK Per diem Rate	Interest due	Current PIK	Total/loan
Number	Principal	Balance	Rate	PIK Rate	(Rate/360)*Principal	(Rate/360)*Principal	@ Payoff	@ Payoff	Total/loan
APFN01	\$1,463,848	\$81,040	12.00%	2.50%	\$514.96	\$107.28	\$13,906.45	\$2,896.67	\$1,561,693.74
APFN02	\$2,000,000	\$104,203	18.00%	2.00%	\$1,052.10	\$116.20	\$28,638.58	\$3,156.31	\$2,136,017.35
APFN03	\$500,000	\$0	13.00%		\$180.56	\$0.00	\$1,875.00	\$0.00	\$504,875.00
Total	\$3,963,848	\$185,243			\$1,747.62	\$224.18	\$47,459.98	\$6,052.97	\$4,292,893.69



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNT**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of December 22, 2010 (the "Payoff Letter") to Affinity VideoNet, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

**HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

By: 
Name: Scott Harvey
Its: Chief Legal Officer

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM