

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
Silicon Valley Bank		02/28/2011	Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thumbplay, Inc.		
Street Address:	599 Broadway, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3308375	THUMBPLAY	
Registration Number:	3279363	THUMBPLAY	
Registration Number:	3736605	WIDGETRON	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	10321-22 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

CH \$90.00 3308375

900187513

TRADEMARK
 REEL: 004505 FRAME: 0500

Signature:	/Renee M. Prescan/
Date:	03/25/2011
Total Attachments: 5 source=Silicon Valley_Release_Payoff Letter and UCC Termination#page1.tif source=Silicon Valley_Release_Payoff Letter and UCC Termination#page2.tif source=Silicon Valley_Release_Payoff Letter and UCC Termination#page3.tif source=Silicon Valley_Release_Payoff Letter and UCC Termination#page4.tif source=Silicon Valley_Release_Payoff Letter and UCC Termination#page5.tif	

SVB Silicon Valley Bank

A Member of SVB Financial Group

February 28, 2011

THUMBPLAY, INC.
599 Broadway, 8th Floor
New York, New York 10012

Attention: Scott Marshall

Re: Pay-Off Letter (2100001603)

Dear: Scott

We refer to the Loan and Security Agreement dated as of September 21, 2006 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") between Silicon Valley Bank, a California chartered bank ("Bank"), and Thumbplay, Inc., a Delaware corporation (the "Borrower"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of February 28, 2011 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Net Principal Balance:	3,186,440.76
Fees Due:	-
Interest Due:	26,605.81
Monthly Minimum Shortfall:	-
Less Earned Reserve:	-
Net SVBLender Payoff*:	3,213,046.57
Legal Fees	1,495.00
Early Termination Fee:	24,516.13
Statement Fee:	15.00
UCC Termination Fee:	500.00
Total Payoff:	3,239,572.70

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$832.99. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no

additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This letter agreement confirms that Borrower has waived the right to seek any such additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara CA 95056
ABA Routing No. 121140399
Account No. 0103258570
Reference: Thumbplay, Inc

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Bank under the Loan Agreement and, except as provided in clause (iv) of this paragraph below, any other Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness shall be terminated, including, without limitation, the security interests in the intellectual property set forth on Exhibit A that were granted under that certain Intellectual Property Security Agreement by and between Borrower and Bank dated November 24, 2009, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations. Notwithstanding the foregoing, should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check.

Notwithstanding the terms and conditions stated in this letter agreement, the Obligations do not include (a) the amounts of all outstanding letters of credit (including drawn but unreimbursed letters of credit) issued by Bank on Borrower's behalf, and (b) any amounts outstanding owed by Borrower to Bank under any cash management services agreements by and between Bank and Borrower (such amounts under clauses (a) and (b), the "Outstanding Amounts"). Borrower has granted to Bank a security interest in deposit account number 3300693571 and 3300744872 held, maintained, or managed through Bank, and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Outstanding Amounts.

Notwithstanding anything to the contrary in this letter agreement, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Banks' receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date.

Notwithstanding anything to the contrary contained herein, Bank and Borrower acknowledge that their respective obligations under the Warrant to Purchase Stock dated September 21, 2006 issued by Borrower to Bank shall survive the termination of the Loan Agreement and the other Loan Documents as contemplated hereby.

Bank authorizes Borrower (or Borrower's designees), upon or after the Pay-Off Date, to file any UCC-3 Termination Statements or other documents (including, without limitation, documents to be filed with the United States Patent and Trademark Office and the United States Copyright Office, as applicable) necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and any third party and any of its property or assets that guaranteed the Obligations or provided collateral security therefor. Within 3 business days following the Pay-Off Date, Bank shall deliver to third parties such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: [Signature]
Name: Michael McKeon
Title: VP

2/28/11

Acknowledged by:

THUMBPLAY, INC

By: [Signature]
Name: Gott Marshall
Title: COO / CFO
Date: 2/28/11

EXHIBIT A**PATENT APPLICATIONS**

Patent Title	Filing Date	Application No.
Method and system for creating a reduced media file for use on a mobile device	March 19, 2008	12/051781
Subsequent tailoring of a signup page based on a search engine query	April 3, 2008	12/062295
Computer based method and system for registering a user at a server computer system	April 23, 2008	12/108441
Computer-based method and system for processing a file request in response to a message received from a user mobile device	May 8, 2008	12/117671
Method and system for transferring full-track content media files from a server computer system to a user mobile device	May 15, 2008	12/121697
A computer based method and system for logging in a user mobile device at a server computer system	September 19, 2008	12/234488
Method, system and graphic user interface for enabling a customer to access information associated with a hosted user profile	April 23, 2009	12/417580
Method, system, and graphic user interface for enabling a customer to access a media file	April 22, 2009	12/417575

TRADEMARK REGISTRATIONS

Country	Mark	Registration Date	Registration No.
U.S.	THUMBPLAY	October 9, 2007	3308375
U.S.	THUMBPLAY	August 14, 2007	3279363
U.S.	WIDGETRON	January 12, 2010	3736605
Canada	THUMBPLAY	August 6, 2008	TMA720320
European Community	THUMBPLAY	April 6, 2009	6543318
Japan	THUMBPLAY	November 27, 2009	5283693

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 63290301 (Initial Filing: Sep-22-2006)	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

<input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.	<input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.	<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).
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6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of **DEBTOR** authorizing this Amendment.

9a. ORGANIZATION'S NAME SILICON VALLEY BANK				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
DE-SQS (000978.0008) Debtor: THUMBPLAY, INC.