

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RMG Networks, Inc. (Successor-in-Interest to original Lien Holder Credit Suisse, Cayman Islands Branch)		05/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDEACAST INC.		
<b>Street Address:</b>	600 South Second Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62704		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3245008	IDEACAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Linda G. Henry, Esq., Fenwick & West LLP		
<b>Address Line 1:</b>	801 California Street,		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	27759-204-1353		
<b>NAME OF SUBMITTER:</b>	Linda G. Henry, Esq.		

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**TRADEMARK**  
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Signature:	/lgh/
Date:	05/24/2011
Total Attachments: 3 source=Termination and Release#page1.tif source=Termination and Release#page2.tif source=Termination and Release#page3.tif	

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL**

This Termination and Release (this "*Release*") is made with regard to that certain trademark security interest agreement executed October 15, 2007 (the "*Agreement*") by and between IdeaCast Inc., a Delaware corporation (the "*Company*") and Credit Suisse, Cayman Islands Branch, the Cayman Islands branch of a bank organized and existing under the laws of Switzerland (the "*Original Lien Holder*").

WHEREAS, in the course of conducting its business, the Company entered into certain loan agreements with and borrowed substantial funds from (the "*Loans*") its institutional lender, the Original Lien Holder.

WHEREAS, pursuant to the Agreement, which was recorded on January 18, 2008 at Reel 3699 Frame 0757 in the U.S. Patent and Trademark Office, the Company granted the Original Lien Holder a security interest (the "*Security Interest*") in the trademarks listed in Trademark Schedule A hereto (the "*Trademarks*").

WHEREAS, pursuant to that certain Ideacast Inc Assignment and Acceptance dated March 19, 2009 (the "*Assignment and Acceptance*"), the Original Lien Holder transferred, sold and assigned to National CineMedia, LLC ("*NCM*") all rights and claims against the Company under the Loans, and all property securing the Loans. NCM later assigned to NCM Out of Home, LLC ("*NCM OOH*" or "*Lien Holder*") all rights and claims against the Company under the Loans, and all property securing the Loans.

WHEREAS, the Company defaulted under the Loans and NCM OOH foreclosed on certain assets of the Company, in conformity with Article 9 of the Uniform Commercial Code. Under a Bill of Sale dated June 16, 2009, NCM OOH completed its foreclosure and purchased certain assets of the Company, in exchange for a partial retirement and partial satisfaction of the Loans due and payable by the Company to NCM OOH.

WHEREAS, pursuant to a certain Securities Exchange Agreement made and entered into as of June 29, 2009, Danoo, Inc. ("*Danoo*") purchased all right, title and interest in all of the outstanding membership interests in NCM OOH, which as of the closing of such Securities Exchange Agreement were no longer subject to any encumbrances.

WHEREAS, effective October 1, 2009 Danoo merged with DanooCast, LLC. The name of the surviving corporation was certified as Danoo Inc., which continued and continues its existence under the name RMG Networks, Inc. (the "*Successor-in-Interest to Lien Holder*").

WHEREAS, the Company has been discharged in full of all of its obligations (as defined in the Agreement) under the Agreement, and the parties desire to enter into this Release to confirm that the security interests in and to the Trademarks were released and the parties desire to enter into this Agreement to confirm this fact and to expunge any recordation of the Security Interests insofar as it pertains to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor-in-Interest to Lien Holder confirms the release and discharge of the entire Security Interest in and to all of the Trademarks granted to the Lien Holder pursuant to the Agreement and the Assignment and Acceptance.

The Successor-in-Interest to Lien Holder hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Company reasonably shall request to terminate

any security interest in the Trademarks pursuant to the Agreement and otherwise to effectuate the release of all recordings of such security interest.

The Successor-in-Interest to Lien Holder acknowledges and agrees that the Company and its successors and assigns may rely upon this Release. The Successor-in-Interest to Lien Holder represents and warrants that it has all necessary authority to execute this Release and to confirm the releases and discharges and all other rights set forth herein.

IN WITNESS WHEREOF, the Successor-in-Interest to Lien Holder has caused this Release to be executed by a duly authorized officer thereunto on the Effective Date hereof.

**RMG NETWORKS, INC.**

Name: J. Charles

Title: Chief Financial Officer

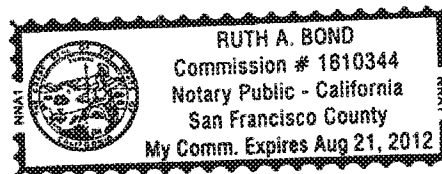
Date: May 16, 2011

On 5/16/11, 2011, before me, RUTH A. BOND, a Notary Public in and for the State of California, personally appeared JAN CHARLES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ruth A. Bond  
Notary Public



Trademark Schedule A

Mark	U.S. Serial Number	U.S. Registration Number
IDEACAST	78961360	3245008
NATIONAL HEALTHCLUB NETWORK	78917428	3214394