

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAKER MN HOLDING CORP.		05/06/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MusicNet, Inc.		
<b>Doing Business As:</b>	MediaNet Digital, Inc.		
<b>Street Address:</b>	2401 Elliott Avenue		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98121		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2872539	MUSICNET	
<b>Registration Number:</b>	2139951	MUSICNET	
<b>Registration Number:</b>	3098831	PERFORMANCE BY MUSICNET	
<b>Registration Number:</b>	3110065	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2023444976		
<b>Email:</b>	rliebowitz@venable.com,trademarkdocket@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 2:</b>	c/o Venable LLP		
<b>Address Line 4:</b>	Washington, D.C. 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	127476-398373		
<b>NAME OF SUBMITTER:</b>	Rebecca Liebowitz		
<b>SIGNATURE:</b>	/rebecca liebowitz/		
<b>DATE SIGNED:</b>	05/09/2016		

CH \$115.00 2872539

**Total Attachments: 5**

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Baker MN Holding Corp.  
c/o Baker Capital Corporation  
575 Madison Avenue  
8<sup>th</sup> Floor  
New York, NY 10022

**Satisfaction Letter**

May 6, 2016

MusicNet, Inc.  
d/b/a MediaNet Digital, Inc.  
2401 Elliott Avenue  
Suite 300  
Seattle, WA 98121

Ladies and Gentlemen:

Reference is made to (i) the Third Amended and Restated Grid Promissory Note, dated as of April 12, 2016, 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 September 22, 2010, as amended by that certain Master Affirmation and Amendment Agreement, dated as of June 29, 2012, as amended by that certain Second Master Affirmation and Amendment Agreement, dated as of February 11, 2013 and as amended by that certain Third Master Affirmation and Amendment Agreement, dated as of April 12, 2016, between the Company and Holding Corp. (as amended, the "Security Agreement"), (iii) the Patent Security Agreement, dated as of September 22, 2010, between the Company and Holding Corp. (the "Patent Security Agreement") and the related Schedule A attached thereto that includes the patents encompassed by that Security Agreement and (iv) the Trademark Security Agreement, dated as of September 22, 2010, between the Company and Holding Corp. and the related Schedule A attached thereto 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 Contribution Agreement (the "Contribution Agreement"), pursuant to which Holding Corp. agrees to contribute to the Company, and the Company accept from Holding Corp., the Note, together with all accrued but unpaid interest thereon (the "Contribution").

In accordance with the terms of the Contribution Agreement and this Letter, Holding Corp. has agreed to accept the Contribution 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 execution and delivery of the Contribution Agreement by the parties: (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 fully executed Contribution 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 list of registered intellectual property of the Corporation to be released is listed on Schedule A.

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: John Baker  
Title: President

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

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

By: \_\_\_\_\_

Name: Francis A. Johnson  
Title: Chief Executive Officer


Very truly yours,

Baker MN Holding Corp.

By: \_\_\_\_\_  
Name: John Baker  
Title: President

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

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

By:   
Name: Francis A. Johnson  
Title: Chief Executive Officer

Schedule A

Service Marks, Trademarks and Service Mark Applications

Registration No.	Filing No.
No. 2,872,539	8/10/04
No. 2,139,951	3/03/98
No. 3,098,831	5/30/06
No. 3,110,065	6/27/06
S.N. 85/045,103	5/21/10
S.N. 77/736,872	5/14/09