

12/29/03

12-31-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Microsoft Capital corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Agreement

Execution Date:

2. Name and address of receiving party(ies)

Name: Intertainer, inc. Internal Address:

Street Address: 3000 West Olympic Blvd, #2334

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason D. Finkle, Esq.

Internal Address: c/o Perkins Coie LLP

12/31/2003 6TON11 00000017 76200503

40.00 OP 350.00 OP

Street Address: 1620 26th Street, Floor 6

City: Santa Monica State: CA Zip: 90404

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 600.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jason D. Finkle, Esq. Name of Person Signing

Signature

12/24/03 Date

Total number of pages including cover sheet, attachments, and document: 10

Refund Ref: 12/31/2003 6TON11 0000133047

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CHECK Refund Total: \$210.00

TRADEMARK REEL: 002888 FRAME: 0647

ATTACHMENT TO RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

FORM PTO-1594

Item 4A: Trademark Application Numbers(s) or Registration Number(s)

Trademark Application Numbers

76/200,503	76/368,975		
76/135,813	76/380,830		
75/618,119	75/795,670		

Item 4B: Registration Numbers

2,444,368	2,317,185	2,565,130	
2,458,564	2,322,064	2,532,100	
2,321,614	2,298,481	2,532,919	

MEMORANDUM OF RELEASE OF ASSIGNMENT OF TRADEMARKS AS SECURITY

This Memorandum of Release of Assignment of Trademarks as Security (“Memorandum”) is executed by MICROSOFT CAPITAL CORPORATION, a Nevada corporation, as agent for the Lenders under that certain Loan Agreement dated as of August 8, 2002 (the “Loan Agreement”) by and between INTERTAINER, INC., a Delaware corporation (referred to below as “Debtor”) and the Lenders (Microsoft Capital Corporation and the Lenders are hereinafter referred to as the “Secured Party”).

In connection with the Loan Agreement and as evidenced by that certain Trademark Security Agreement dated as of August 8, 2002 between Debtor and Secured Party and which was sent to the United States Patent and Trademark Office on or about August 8, 2002 (the parties have not yet received an Application Serial No. for such filing), Debtor previously granted to Secured Party a security interest in all of the following property (the “Trademark Intellectual Property”), whether now owned or hereafter acquired or existing by it:

1. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, prints and labels on which any of the foregoing have appeared or appear, including, but not limited to, the items listed on Attachment 1, “Intertainer,” all registrations and recordings thereof, all applications in connection therewith, all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

2. All income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future (a) infringement or dilution or any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Attachment 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred to in Attachment 1 or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license and the right to sue for past, present and future infringement of any of the foregoing;

Trademark Collateral does not include Grantor’s rights in: (a) trademark licenses under which Grantor is licensee to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

For \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, Secured Party hereby releases all right, title and interest in and to the Trademark Intellectual Property, the application, and all goodwill of the business associated with the Trademark Intellectual Property effective as of October 16, 2003.

“Secured Party”

MICROSOFT CAPITAL CORPORATION,
as agent for the Lenders

By 

Name: LLOYD BRENNER

Its: VICE-PRESIDENT, TREASURER

Date of Execution: November 26, 2003

ATTACHMENT 1
Trademark Security Agreement

Item A. Trademarks

A. REGISTERED

U.S. Reg. No.	Mark	Classes	Reg. Date	Exp. Date
2,565,130	Intertainer & i logo with "entertainment on demand"	35, 38	4/30/02	4/30/12
2,298,481	INTERTAINER (stylized)	35, 38	12/7/99	12/7/09
2,317,185	INTERTAINER (word)	9, 35, 38	2/8/00	2/8/10
2,322,064	INTERTAINER (stylized)	9	2/22/00	2/22/09
2,321,614	Anything. Anytime.	38	2/22/00	2/22/10
2,532,100	INTERTAINER (word)	25	1/22/02	1/22/12
2,532,919	"I" logo	35, 38	1/22/02	1/22/12
2,444,368	You Channel	35, 38	4/17/01	4/17/11
2,458,564	CONTROL YOURSELF	9, 35, 38	6/5/2001	6/5/2007

Canada Reg. No.	Mark	Classes	Reg. Date	Exp. Date
541,087	INTERTAINER (word)	9, 35	2/12/02	2/12/16

Mexico Reg. No.	Mark	Classes	Reg. Date	Exp. Date
672,563	"I" logo	9	9/28/00	2/22/10
672,569	INTERTAINER (word)	9	9/28/00	2/23/10
672,570	INTERTAINER (word)	38	9/28/00	2/23/10
698,331	INTERTAINER (word)	35	5/18/01	2/23/10
678,258	CONTROL YOURSELF	9	11/27/00	3/15/10
699,521	CONTROL YOURSELF	35	5/29/01	3/15/10
678,2259	CONTROL YOURSELF	38	11/27/00	3/15/10
692,293	"I" logo	35	3/30/01	3/30/11
676,695	"I" logo	38	10/31/00	2/22/10

Australian Reg. No.	Mark	Classes	Reg. Date	Exp. Date
812,279	INTERTAINER (word)	9, 35, 38	2/6/01	11/1/09
827,245	CONTROL YOURSELF	9, 35, 38	3/10/00	3/10/10
824,256	"I" logo	9, 35, 38	2/17/00	2/17/10

European Community Trademark	Mark	Classes	Reg. Date	Exp. Date
886952	INTERTAINER	9, 35, 38	12/23/99	7/24/08
1537216	"I" logo	9, 35, 38	4/18/02	3/2/10
1563733	CONTROL YOURSELF	9, 35, 38	3/20/02	3/17/10

Singapore Reg. No.	Mark	Classes	Reg. Date	Exp. Date
T99/12605G	INTERTAINER (word)	35	11/4/99	11/4/09
T99/12606E	INTERTAINER (word)	38	11/4/99	11/4/09

Thailand Reg. No.	Mark	Classes	Reg. Date	Exp. Date
Bor16109	INTERTAINER (word)	41	4/19/01	4/18/11
Bor15365	INTERTAINER (word)	38	4/27/01	4/26/11
Bor15541	INTERTAINER (word)	35	4/27/01	4/26/11
Bor15919	Intertainer & logo with "entertainment on demand"	41	4/19/01	4/18/11
Bor15496	"I" logo	38	4/27/01	4/26/11
Bor15590	"I" logo	35	4/27/01	4/26/11

New Zealand Reg. No.	Mark	Classes	Reg. Date	Exp. Date
635217	"I" logo	35	3/29/01	3/29/08
635214	INTERTAINER (word)	35	3/29/01	3/29/08
635220	Intertainer & i logo with "entertainment on demand"	35	9/29/00	9/29/07

B. PENDING

U.S. App. No.	Mark	Classes	Filed
75/618,119	Click Thru Video	9, 35, 38	1/11/99
75/795,670	"I" logo	9	9/8/99
76/200,503	FUN ZONE	38	1/29/01
76/135,813	Broadband Entertainment Network	35, 38	9/25/00
76/380830	DEMAND E.S.P.	9, 38	3/8/02
76/368975	DESP	9, 38	2/8/02

Canada Reg. No.	Mark	Classes	Filed
1050488	CONTROL YOURSELF	9, 35, 38	3/10/00
1049152	"I" logo	9, 35, 38	2/29/00

Singapore Reg. No.	Mark	Classes	Filed
12604/99	INTERTAINER (word)	9	11/4/99
3194/00	"I " logo	9	3/1/00
3195/00	"I" logo"	35	3/1/00
3196/00	"I" logo	38	3/1/00

PENDING INTERTAINER ASIA TRADEMARKS (OWNED BY INTERTAINER, INC.)

Singapore	Mark	Classes
T01/04595 I	INTERTAINER (word)	41
T01/04594 J	"i" logo	41
T01/04127 I	Intertainer & i logo with "entertainment on demand"	35
T01/04126 G	Intertainer & i logo with "entertainment on demand"	38
T01/04126 J	Intertainer & i logo with "entertainment on demand"	41

Australia	Mark	Classes
870714	"i" logo	41
870710	INTERTAINER (word)	41
870713	Intertainer & i logo with "entertainment on demand"	35, 38, 41

Hong Kong	Mark	Classes
2001-04849	“i” logo	35
2001-04850	“i” logo	38
2001-04851	“i” logo	41
2001-04852	INTERTAINER (word)	35
2001-04853	INTERTAINER (word)	38
2001-04854	INTERTAINER (word)	41
2001-04855	Intertainer & i logo with “entertainment on demand”	35
2001-04856	Intertainer & i logo with “entertainment on demand”	38
2001-04857	Intertainer & i logo with “entertainment on demand”	41

Indonesia	Mark	Classes
J00 2001 07250-7300	“i” logo	16
J00 2001 06440-6488	“i” logo	38
J00 2001 06441-6489	“i” logo	41
J00 2001 07249-7299	INTERTAINER (word)	16
J00 2001 06442-6490	INTERTAINER (word)	38
J00 2001 06441-6491	INTERTAINER (word)	41
J00 2001 07248-7298	Intertainer & i logo with “entertainment on demand”	16
J00 2001 06438-6486	Intertainer & i logo with “entertainment on demand”	38
J00 2001 06439-6487	Intertainer & i logo with “entertainment on demand”	41

Korea	Mark	Classes
2001-0005517	“i” logo	35, 38, 41
2001-0005518	INTERTAINER (word)	35, 38, 41
2001-0005519	Intertainer & i logo with “entertainment on demand”	35, 38, 41

Malaysia	Mark	Classes
2001-04112	“i” logo	35
2001-04110	“i” logo	38
2001-04111	“i” logo	41
2001-04107	INTERTAINER (word)	35
2001-04106	INTERTAINER (word)	38

Malaysia	Mark	Classes
2001-04109	INTERTAINER (word)	41
2001-04027	Intertainer & i logo with “entertainment on demand”	35
2001-04028	Intertainer & i logo with “entertainment on demand”	38
2001-04108	Intertainer & i logo with “entertainment on demand”	41

New Zealand	Mark	Classes
635218	“i” logo	38
635219	“i” logo	41
635215	INTERTAINER (word)	38
635216	INTERTAINER (word)	41
635221	Intertainer & i logo with “entertainment on demand”	38
635223	Intertainer & i logo with “entertainment on demand”	41

PRC	Mark	Classes
2001089866	“i” logo	35
2001089867	“i” logo	38
2001089868	“i” logo	41
2001089869	INTERTAINER (word)	35
2001089870	INTERTAINER (word)	38
2001089871	INTERTAINER (word)	41
2001046276	Intertainer & i logo with “entertainment on demand”	35
2001046277	Intertainer & i logo with “entertainment on demand”	38
2001089872	Intertainer & i logo with “entertainment on demand”	41
2001089873	INTERTAINER (in Chinese)	35
2001089874	INTERTAINER (in Chinese)	38
2001089875	INTERTAINER (in Chinese)	41
2001089862	Intertainer & i logo with “entertainment on demand” (in Chinese)	35
2001089863	Intertainer & i logo with “entertainment on demand” (in Chinese)	38
2001089864	Intertainer & i logo with “entertainment on demand” (in Chinese)	41

Taiwan	Mark	Classes
90-011672	“i” logo	35
90-011673	“i” logo	38
90-011674	“i” logo	41
90-011675	INTERTAINER (in word)	35
90-011676	INTERTAINER (in word)	38
90-011677	INTERTAINER (in word)	41
90-011678	Intertainer & i logo with “entertainment on demand”	35
90-011679	Intertainer & i logo with “entertainment on demand”	38
90-011680	Intertainer & i logo with “entertainment on demand”	41

Philippines	Mark	Classes
4-2001-0002296	“i” logo	35, 38, 41
4-2001-0002293	INTERTAINER (in word)	35, 38, 41
4-2001-0002294	Intertainer & i logo with “entertainment on demand”	35, 38, 41
4-2001-0002295	Intertainer & i logo with “entertainment on demand”	35, 38, 41

Thailand	Mark	Classes
451216	“i” logo	41
449792	Intertainer & i logo with “entertainment on demand”	35
449793	Intertainer & i logo with “entertainment on demand”	38