

**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>
Citibank, N.A.		08/17/2009	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virtual Studios LLC		
<b>Street Address:</b>	3600 South Lake Shore Drive		
<b>City:</b>	St. Francis		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53235-3716		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78785837	V VIRTUAL STUDIOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	mmcguire@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Elaine Ziff, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	088380/9		
<b>NAME OF SUBMITTER:</b>	Elaine Ziff		
<b>Signature:</b>	/eziff/		

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**900142637**

**TRADEMARK  
 REEL: 004057 FRAME: 0358**

Date:

09/04/2009

**Total Attachments: 7**

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RELEASE OF LIEN

This RELEASE OF LIEN, dated and effective as of August 17, 2009 ("Release"), is granted by Citibank, N.A., a U.S. national banking association located at 390 Greenwich Street New York, New York 10013 ("Assignor") to Virtual Studios LLC, a California limited liability company, located at 3600 South Lake Shore Drive, St. Francis, Wisconsin 53235-3716 ("Assignee") and, together with the Assignor, each, a "Party" and, together, the "Parties").

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2006, by and between Assignee, as borrower, and Assignor, as lender (said Credit Agreement as it may have been amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"), Assignor made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to make loans and extend certain credit facilities to Assignee;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of February 28, 2006 (as the same may have been amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), between the Assignee and Assignor, in its capacity as Secured Party, the Assignee mortgaged, hypothecated and pledged to Assignor, and assigned, transferred, set over, conveyed, delivered and granted to Assignor, a continuing security interest in all of Assignee's right, title and interest in, to and under all personal property, tangible and intangible, and wherever located or situated and whether now owned, presently existing or thereafter acquired or created (and whether or not in the possession of the Assignee) including, without limitation, all right, title and interest of the Assignee, in, to and under (but none of its obligations with respect to) all of the Assignee's Trademarks and Trademark licenses (including, without limitation, those Trademarks and Trademark licenses listed on Schedule A and Schedule B hereto), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment and performance in full, when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of the Secured Obligations;

WHEREAS, the Assignor and Assignee, confirmed and made a record of the grant of security interest in the Trademark Collateral (as defined below) in a Trademark Security Agreement, dated February 28, 2006, which was recorded in the United States Patent and Trademark Office at Reel 3269 / Frame 0569 ( the "Trademark Security Agreement"); and

WHEREAS, Assignor hereby acknowledges the payment and performance of all Obligations by Assignee under the Credit Agreement, including the payment in full of each of the Loans thereunder, and Assignor has agreed to release all right, title and interest in, to and under, the Trademark Collateral from the grant of security under the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings set forth or incorporated by reference in the Trademark Security Agreement, unless otherwise provided in this Release.
2. Release of Liens. The Trademark Security Agreement is hereby terminated and shall be of no further force or effect. Assignor hereby releases all its right, title and interest in, to and under all of the Assignee's right, title and interest in, to and under (but none of its obligations with respect to) the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or thereafter acquired or created and whether or not in possession of the Assignee:
  - (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, which is the subject of an application or registration and referred to in Schedule A annexed hereto;
  - (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B; and
  - (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any and all causes of action for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

All terms used in the foregoing definition of Trademark Collateral that are defined in the UCC and not otherwise defined herein shall have the respective meanings assigned to such terms in the UCC.

3. Miscellaneous.
  - (a) This Release, including without limitation, the representations, warranties, covenants and indemnities contained herein, shall be binding upon, be enforceable by, and inure to the benefit of the Parties and their respective successors and assigns.
  - (b) The Parties hereby agree to the filing of UCC termination statements in order to release the Collateral and to execute and deliver any documentation necessary to release the interest of Assignor in the Copyright Collateral.
  - (c) The Parties hereby agree to provide, from time to time, any additional documentation and to execute additional acknowledgements, amendments,

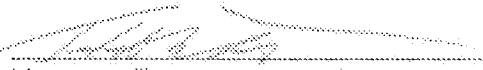
instruments or other agreements as may be requested and reasonably required by Assignee to effectuate the terms and provisions of this Release.

- (d) THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.
- (e) Each Party hereby irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in New York County over any action or proceeding arising out of or relating to this Release, and each Party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Each Party irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process of such Party at its address specified in this Release. Each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Each Party further waives any objection to venue in any court referred to in the first sentence of this clause (e) and any objection to an action or proceeding in such court on the basis of forum non conveniens. Nothing in this clause (e) shall affect the right of any Party to serve legal process in any other manner permitted by law or affect the right of any Party to bring any action or proceeding against the other parties or their property in the courts of any other jurisdiction. To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Party hereby irrevocably waives such immunity in respect of its obligations under this Release.
- (f) EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (g) The failure or unenforceability of any provision of this Release shall not affect the other provisions of this Release.
- (h) This Release may be amended or otherwise modified solely by mutual agreement of each of the Parties in writing.
- (i) This Release may be executed in one or more counterparts (including by facsimile or other electronic means of written communication), each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this RELEASE OF LIEN as of the date first stated above.

CITIBANK, N.A. ("Assignor")

By:   
Name: *Todd A Fairbanks*  
Title: *Vice President*

[Signature Page 1 of 2 to Release of Liens -- Trademark]

**TRADEMARK**  
**REEL: 004057 FRAME: 0363**

**VIRTUAL STUDIOS LLC** (“Assignee”)

By: *Michael A. Roth*

Name: Michael A. Roth

Title: President

[Signature Page 2 of 2 to Release of Liens – Trademark]

**TRADEMARK**  
**REEL: 004057 FRAME: 0364**

SCHEDULE A TO RELEASE OF LIEN

**Trademarks Registered or Applied-For in the United States Patent and Trademark Office**

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration (Date Filed)</u>	<u>Owner</u>
U.S.	V VIRTUAL STUDIOS	78/785,837	N/A	January 5, 2006	Virtual Studios LLC



SCHEDULE B TO RELEASE OF LIEN

**Trademark Licenses**

None