

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
General Electric Capital Corporation	02/25/2005

RECEIVING PARTY DATA

Name:	Digital On-Demand, Inc.
Street Address:	5993 Avenida Encinas
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5418713
Patent Number:	5794217
Patent Number:	6480188
Application Number:	09256449
Application Number:	09563515
Application Number:	08102413
Application Number:	08758944
PCT Number:	US9408798
PCT Number:	US0127560

CORRESPONDENCE DATA

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PATENT

500021922

REEL: 015711 FRAME: 0531

CH \$360.00 5418713

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NAME OF SUBMITTER:

Daniel Angel, Esq.

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (the "Release") is made and effective as of the date indicated below and is granted by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("Releasor"), in favor of **DIGITAL ON-DEMAND, INC.**, a California corporation ("Releasee").

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of January 28, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Credit Agreement") by and among Releasee; Releasor, as agent; the other Parties named therein as Credit Parties; and the Persons signatory thereto from time to time as Lenders, Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee entered into a counterpart to that certain Security Agreement, dated as of August 19, 1998 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and between Releasor and AEC One Stop Group, Inc.;

WHEREAS, Releasee entered into a Counterpart and Acknowledgement, dated as of January 28, 2003 (the "Counterpart"), which purported to relate to a Patent Security Agreement, dated as of August 13, 1998, by and between Releasor and AEC One Stop Group, Inc.;

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Patent Security Agreement, dated as of January 28, 2003 (as amended, replaced, superseded or otherwise modified from time to time, the "Patent Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Patent Collateral"):

- (a) all of its Patents, Patents Applications and Patent Licenses (as defined in the Security Agreement) to which it is a party including those referred to on Schedule A, attached hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Releasee against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

WHEREAS, the Counterpart was recorded at the United States Patent and Trademark Office at Reel 013705/Frame 0342 on February 3, 2003;

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office at Reel 013974/Frame 0843 on March 25, 2003;

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Patent Collateral conveyed to Releasor pursuant to the Security Agreement, the Counterpart, the Patent Security Agreement and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Patent Collateral, and all other right, title and interest in and to the Patent Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Counterpart, the Patent Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Patent Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Patent Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 25 day of FEBRUARY 2005.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut

SS.:

COUNTY OF Fairfield

On this 25th day of FEBRUARY 2005, before me, the undersigned, personally appeared DENNIS P. LEONARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]

MARTIN L. ...
NOTARY PUBLIC
COMMISSION EXPIRES OCT.

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Title	Patent No. /Serial No.	Date Issued
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials.	5,418,713	5/23/95
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials.	5,794,217	8/11/98
Thumbwheel Selection System.	6,480,188 B1	11/12/02
Method and System for On Demand Manufacture of Selected Titles on a Digital Media.	09/256,449	
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials.	09/563,515	
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials.	08/102,413	
Continuation United States Patent Application.	08/758,944	

NON-U.S. PATENT AND PATENT APPLICATIONS

Title	Patent No. /Serial No.	Date Issued
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials. (Canada)	2,192,814	2/16/95 (Laid Open)
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials (International Application off US Patent 5,794,217. National entry made in Australia, Canada and the European Patent Organization)	PCT/US94/08798	
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials. (Australia)	75199/94	
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials. (European)	94 925 180.5	
Apparatus and Method for an On Demand Delivery System for the Preview, Selection, Retrieval and Reproduction at a Remote Location of Previously Recorded or Programmed Materials. (App/413)	08/102,413	
Thumbwheel Selection System	PCT/US01/27560	