

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------|----------------|
| Haymarket Capital, LLC | 12/09/2009 |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------|
| Name: | 38 Studios, LLC |
| Street Address: | 5 Clock Tower Place |
| Internal Address: | Suite 200 |
| City: | Maynard |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01754 |

| | |
|-------------------|---------------------------|
| Name: | 38 Studios Baltimore, LLC |
| Street Address: | 5 Clock Tower Place |
| Internal Address: | Suite 200 |
| City: | Maynard |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01754 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11764788 |

CORRESPONDENCE DATA

Fax Number: (215)299-2150

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2152993830

Email: ebrant@foxrothschild.com

Correspondent Name: Edward L. Brant, Esquire

Address Line 1: 2000 Market Street

Address Line 2: 20th Floor

OP \$40.00 11764788

501040322

PATENT
REEL: 023648 FRAME: 0720

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

P36079 USA

NAME OF SUBMITTER:

Edward L. Brant

Total Attachments: 1

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Haymarket Capital, LLC

December 9, 2009

38 Studios, LLC
38 Studios Baltimore, LLC
5 Clock Tower Place, Suite 200
Maynard, Massachusetts 01754
Attn: William Thomas, Treasurer and Secretary

Re: *\$1,700,000 Bridge Loan from Haymarket Capital, LLC to 38 Studios, LLC and 38 Studios Baltimore, LLC (the "Bridge Loan Facility")*

Dear Mr. Thomas:

On December 8, 2009, Haymarket Capital, LLC (the "Lender") received \$750,000.00 (the "Final Amount") by wire transfer from 38 Studios, LLC and 38 Studios Baltimore, LLC (collectively, the "Borrowers"), which amount represented payment in full of all outstanding indebtedness and obligations (including outstanding principal and interest and reimbursement of expenses) due from the Borrowers to the Lender under (i) the Amended and Restated Loan Agreement dated July 28, 2009, as amended by the First Amendment to Amended and Restated Loan Agreement dated September 26, 2009 (the "Loan Agreement"), and (ii) that certain \$1,700,000 Amended and Restated Term Note dated July 28, 2009 by the Borrowers in favor of the Lender, as amended by the First Allonge to Amended and Restated Term Note (the "Note"), it being understood that the Borrowers previously remitted payments to the Lender in the aggregate amount of \$1,000,000.

The Lender hereby acknowledges and agrees that payment of the Final Amount, automatically and without any further action on the part of the Borrowers or the Lender, caused the (i) termination and release of all security interests and other liens granted to or held by the Lender as security pursuant to the Bridge Loan Facility, and (ii) termination, release and discharge of all obligations of the Borrowers under the Loan Agreement and the Note.

The Lender hereby releases the collateral securing the Bridge Loan Facility (the "Collateral") and authorizes the Borrowers to file any UCC-3 termination statements or other documents necessary to evidence the termination and release of the Lender's liens and security interests in the Collateral. The Lender shall promptly surrender the Note to the Borrowers marked paid in full.

Very truly yours,

HAYMARKET CAPITAL, LLC

By Its Manager, Sarazen Corporation

By: 

Name: THOMAS J. ZACCAGNINO
Its: TREASURER