

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		08/07/2007	national banking association:
<b>RECEIVING PARTY DATA</b>			
Name:	POINT.360		
Street Address:	333 South Hope Street		
Internal Address:	13th Floor		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	76233951	VISION.360	
Serial Number:	76233700	POINT.360	
Serial Number:	76233433	LIVE.360	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	Kimberley Lathrop c/o Bingham McCutchen		
Address Line 1:	355 South Grand Avenue		
Address Line 2:	Suite 4400		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0001000.0000323034		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

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Signature:

/Kimberley A. Lathrop/

Date:

09/19/2007

Total Attachments: 3

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "**Termination**"), is dated as of August 7, 2007, and made by BANK OF AMERICA, N.A., a national banking association having an office at 333 South Hope Street, 13<sup>th</sup> Floor, Los Angeles, California 90071 ("**Grantee**") to POINT.360, a California corporation ("**Grantor**"), with its chief executive office at 2777 Ontario Street, Burbank, California 91504.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of March 29, 2006, made by Grantor in favor of Grantee (the "**Security Agreement**"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 4, 2006, at Reel 3303 and Frame 0200; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. **Definitions.** The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. **Release of Security Interest.** Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.
3. **Representations and Warranties.** Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
4. **Further Assurances.** Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A.

By: Dan Timmons  
Name: Daniel Timmons  
Title: Vice President

**Schedule A**

**U.S. Trademark Applications**

<b>Title</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reel/Frame</b>
NONE			

**U.S. Trademark Registrations**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Reel/Frame</b>
VISION.360	76/233,951	March 30, 2001	3303/0200
POINT.360	76/233,700	March 30, 2001	3303/0200
LIVE.360	76/233,433	March 30, 2001	3303/0200