

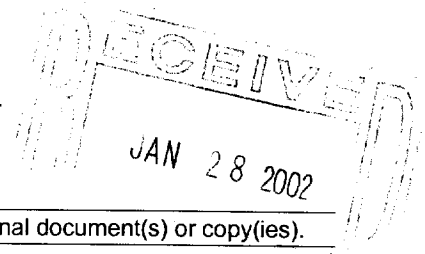
1.78.02

02-14-2002



101982524

**DATION FORM COVER SHEET  
TRADEMARKS ONLY**



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #      Frame #
- Corrective Document  
Reel #      Frame #

**Conveyance Type**

- Assignment       License
- Security Agreement       Nunc Pro Tunc Assignment
- Merger      Effective Date  
Month Day Year 12/20/2001
- Change of Name
- Other: Release of Security Agreement

**Conveying Party**

Mark if additional names of conveying parties attached

Name      Microsoft Capital Corporation

Execution Date  
Month Day Year  
December 20, 2001

Formerly

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Nevada

**Receiving Party**

Mark if additional names of receiving parties attached

Name      Intertainer, Inc.

DBA/AKA/TA

Composed of

Address (line 1)      10950 Washington Blvd.

Address (line 2)

Address (line 3)      Culver City, CA 90232-4025

City      State/County      Zip

- Individual     General Partnership     Limited Partnership
- Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

02/13/2002 DBYRNE 00000072 76267169

01 FC:481  
02 FC:482

40.00 OP  
450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002442 FRAME: 0742**

Page 2

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  
Address (line 1)  
Address (line 2)  
Address (line 3)  
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (206) 623-7580

Name Heather K. Fox  
Address (line 1) Preston Gates & Ellis LLP  
Address (line 2) 701 Fifth Avenue  
Address (line 3) Suite 5000  
Address (line 4) Seattle, WA 98104

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.  
# 12

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)	
76/267,169	76/135,813	75/797,082	2,444,368	2,317,185
76/200,503	76/046,378	75/956,670	2,458,564	2,322,064
76/137,858	75/981,317	75/731,294	2,321,614	2,298,481

**Number of Properties**

Enter the total number of properties involved # 19

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$490.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account).

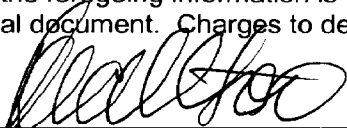
Deposit Account Number: # 162456

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Heather K. Fox



12/26/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other  
 Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City, State/Country/Zip Code

- Individual  General Partnership  Limited Partnership   
 Corporation  Association  
 Other  
 Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/618,120

75/618,119

75/618,114

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 Convertible Loan Agreement dated as of November 19, 2001 (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 November 19, 2001 between Debtor and Secured Party and which was sent to the United States Patent and Trademark Office on or about November 19, 2001 (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 Exhibit A attached hereto, "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 Exhibit A attached hereto and the trademark registrations issued with respect to the trademark applications referred to in Exhibit A attached hereto or (b) injury to the goodwill associated with nay 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 Intellectual Property does not include Debtor's rights in: (a) trademark licenses under which Debtor 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.


SIGNATURE PAGE

MEMORANDUM OF RELEASE  
OF ASSIGNMENT OF TRADEMARKS AS SECURITY

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.

SECURED PARTY:

MICROSOFT CAPITAL CORPORATION,  
as agent for the Lenders

By:   
Name: James Baudach  
Its: President

Date of Execution: December 20, 2001

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# EXHIBIT A

## Item A. Trademarks

<u>Reg. No.</u>	<u>Mark</u>		<u>Reg. Date</u>	<u>Exp. Date</u>
2,298,481	Intertainer (Stylized)	35, 38	12/7/99	12/7/09
2,317,185	Intertainer	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
<u>U.S. App. No.</u>				
2444368	You Channel	35, 38	4/17/01	4/17/11
2458564	CONTROL YOURSELF	9, 35, 38	6/5/2001	6/5/2007
<u>Canada Reg. No.</u>				
541,087	Intertainer	9, 35	2/12/02	2/12/16
<u>Mexico Reg. No.</u>				
672,563	I & VIDEO DESIGN	9	9/28/00	2/22/10
672,569	Intertainer	9	9/28/00	2/23/10
672,570	Intertainer	38	9/28/00	2/23/10
678,258	CONTROL YOURSELF	9	11/27/00	3/15/10
676,695	CONTROL YOURSELF	38	10/31/00	2/22/10
678,259	CONTROL YOURSELF	38	11/27/00	3/15/10
<u>Australian Reg. No.</u>				
812,279	Intertainer	9, 35, 38	11/1/99	11/1/09
827,245	CONTROL YOURSELF	9,35,38	Application date: 3/10/00	
824,256	I And Video Screen Design	9, 35, 38	2/17/00	2/17/10

## European Community Trademark

886952	INTERTAINER	9, 35, 38 7/24/98	7/24/98	7/24/08
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## B. PENDING

<u>U.S. App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
	Intertainer Logo (Complete)	35, 38	9/29/00
76/267169	Intertainer	25	6/5/01
[TBD]	Broadband Entertainment Network	35, 38	9/25/00
75/618,114	Click Through Video	9, 35, 38	1/11/99

75/618,119	Click Thru Video	9, 35, 38	1/11/99
75/618,120	Network Video Standard	9, 35, 38	1/11/99
75/709,217	Right Place. Right Time.	38	3/19/99
75/731,294	Your Personal Assistant	38	6/17/99
75/795,670	I and Video Screen Design	9, 35, 38	9/8/99
75/797,082	I Want In	9, 35, 38	9/9/99
75/833,192	Control Yourself	9, 35, 38	10/25/99
2444368	You Channel	35, 38	4/17/01
76/046,378	Hi-Band	35, 38	5/10/00
76/200,503	FUN ZONE	38	1/29/01
[TBD]	LIBIDO		
[TBD]	INTERTAINET		
76/01389	YOU CHANNEL	35, 38	
76/137858	INTERTAINER ENTERTAINMENT ON DEMAND & Design	35, 38	
[TBD]	SMARTMEDIA		
<u>Australia App. No.</u>	<u>Mark</u>	<u>Classes Filed</u>	
824,256	I And Video Screen Design	9, 35, 38	[TBD]
<u>Canada App. No.</u>	<u>Mark</u>	<u>Classes Filed</u>	
1050488	CONTROL YOURSELF	9, 35, 38	3/10/00
1049152	I And Video Screen Design	9, 35, 38	2/29/00
<u>Europe App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
886,952	Intertainer	9, 35, 38	7/24/98
[TBD]	I And Video Screen Design	9, 35, 38	[TBD]
<u>Mexico App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
[TBD]	Intertainer	35	[TBD]
[TBD]	Intertainer	38	[TBD]

[TBD]	I And Video Screen Design	9	[TBD]
[TBD]	I And Video Screen Design	35	[TBD]
[TBD]	CONTROL YOURSELF	35	[TBD]
<u>Singapore App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
12604/99	Intertainer	9	11/4/99
12605/99	Intertainer	35	11/4/99
12606/99	Intertainer	38	11/4/99
3194/00	I And Video Screen Design	9	[TBD]
3195/00	I And Video Screen Design	35	[TBD]
3196/00	I And Video Screen Design	38	[TBD]

**Intertainer Asia**

**Singapore**

T01/04595 I	INTERTAINER	41	
T01/04594 J	"i" logo	41	
T01/04127 I	"i" "intertainer" with "entertainment on demand"	35	
T01/04126 G	"i" "intertainer" with "entertainment on demand"	38	
T01/04126 J	"i" "intertainer" with "entertainment on demand"	41	

**Australia**

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

**Hong Kong**

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
<b>Indonesia</b>		
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
<b>Korea</b>		
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
<b>Malaysia</b>		
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
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
<b>New Zealand</b>		
635217	"i" logo	35
635218	"i" logo	38
635219	"i" logo	41
635214	INTERTAINER (word)	35
635215	INTERTAINER (word)	38
635216	INTERTAINER (word)	41
635220	Intertainer & i logo with "entertainment on demand"	35
635221	Intertainer & i logo with "entertainment on demand"	38
635223	Intertainer & i logo with "entertainment on demand"	41
<b>PRC</b>		
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
<b>Taiwan</b>		
90-011672	"i" logo	35
90-011673	"i" logo	38
90-011674	"i" logo	41
90-011675	INTERTAINER (word)	35
90-011676	INTERTAINER (word)	38
90-011677	INTERTAINER (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
<b>Philippines</b>		
4-2001-0002296	"i" logo	35, 38, 41
4-2001-0002293	INTERTAINER (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
<b>Thailand</b>		
452025	"i" logo	35
452026	"i" logo	38
451216	"i" logo	41
452027	INTERTAINER (word)	35
452028	INTERTAINER (word)	38
451215	INTERTAINER (word)	41
449792	Intertainer & i logo with "entertainment on demand"	35
449793	Intertainer & i logo with "entertainment on demand"	38

451217                    Intertainer & i logo with                    41  
                                 "entertainment on demand"

European Community  
Trademark

1563733	CONTROL YOURSELF	9, 35, 38	3/17/00
1537216/2	I AND VIDEO SCREEN DESIGN	9, 35, 38	3/2/00