

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sidereus Technologies, Inc.		06/09/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Fox Sports Interactive Media, LLC		
Street Address:	10201 West Pico Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78631499	POWERPLAY	
Serial Number:	78631490	POWERSCREEN	
Serial Number:	78631480	POWERBURST	
Serial Number:	78631465	POWERCAS	
CORRESPONDENCE DATA			
Fax Number:	(202)637-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 637-5600		
Email:	DCPTOTrademarkMail@HHLaw.com		
Correspondent Name:	Anna Kurian Shaw		
Address Line 1:	555 Thirteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Anna Kurian Shaw		
Signature:	/akshaw/		

CH \$115.00 78631499

Date:

06/30/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9 day of June, 2005, between SIDEREUS TECHNOLOGIES, INC., a Georgia corporation (the "Grantor"), and FOX SPORTS INTERACTIVE MEDIA, LLC (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Note of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note") between Grantor and Lender, Lender is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for the benefit of Lender, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, for the benefit of Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, for the benefit of Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all applications, registrations or renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

TRADEMARK

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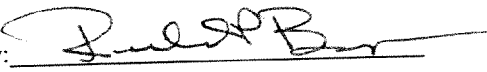
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks (as defined in the Security Agreement), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give Lender prompt written notice with respect to any such trademark registrations or applications therefor. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIDEREUS TECHNOLOGIES, INC.

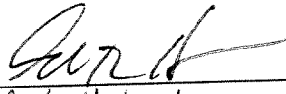
By: 

Name: Ron Berryman

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FOX SPORTS INTERACTIVE MEDIA, LLC

By: 

Name: Andy Hubsch

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Pending U.S. Trademark Applications

Trademark	Application Date	Application Number
POWERPLAY	May 17, 2005	78/631,499
POWERSCREEN	May 17, 2005	78/631,490
POWERBURST	May 17, 2005	78/631,480
POWERCAS	May 17, 2005	78/631,465

Trade Names

N/A

Common Law Trademarks

None known

Trademarks Not Currently In Use

N/A

Trademark Licenses

- Agreement, dated December 29, 2004, between Grantor and WSI Corporation
- Master License and Services Agreement, Dated February 19, 2003, between the Grantor and The Weather Channel Interactive, Inc.
- Software License Agreement, dated August 25, 2002, between Grantor and Turner Television Network (TNT).