

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skycam LLC		02/24/2006	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp., as agent		
<b>Street Address:</b>	1345 Avenue of the Americas, 46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1634708	SKYCAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2126102388		
<b>Email:</b>	daniel.angel@srz.com		
<b>Correspondent Name:</b>	Daniel Angel, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	026033/0124		
<b>NAME OF SUBMITTER:</b>	Daniel Angel, Esq. (026033/0124)		
<b>Signature:</b>	/sas for da/		
<b>Date:</b>	02/28/2006		

CH \$40.00 1634708

**Total Attachments: 6**

source=Winnercomm Skycam IP#page1.tif

source=Winnercomm Skycam IP#page2.tif

source=Winnercomm Skycam IP#page3.tif

source=Winnercomm Skycam IP#page4.tif

source=Winnercomm Skycam IP#page5.tif

source=Winnercomm Skycam IP#page6.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS AND PATENTS

WHEREAS, Skycam LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks") and holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, pursuant to the Financing Agreement, dated as of February 24, 2006 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement") among Winnercomm Holdings, Inc., a Delaware corporation (the "Parent"), Winnercomm, Inc., an Oklahoma corporation ("Winnercomm"), Assignor, an Oklahoma limited liability company (Assignor, together with Winnercomm, collectively the "Borrowers" and each a "Borrower"), the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Fortress Credit Corp., a Delaware corporation ("Fortress"), as collateral agent for the Lenders (the "Collateral Agent") and Fortress, as administrative agent for the Lenders (the "Administrative Agent" and together with the Collateral Agent, collectively, the "Agents" and each an "Agent"), have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of February 24, 2006 (the "Security Agreement"), in favor of the Collateral Agent referred to in the Financing Agreement (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of itself and the Lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor as collateral security for the full and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to the Assignee, for the benefit of itself and the Lenders, and grants to the Assignee for the benefit of itself and the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 21, 2006.

Skycam LLC

By: \_\_\_\_\_

*John A. Baker*  
Name: John A. Baker

Title: Manager

*Assignment  
for Security -  
Trademarks and  
Patents*

STATE OF Texas

COUNTY OF Dallas

ss.:

On this <sup>24</sup>~~23~~ day of February 2006, before me personally came John A. Baker, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Manager of Skycam LLC and that s/he executed the foregoing instrument in the firm name of Skycam LLC and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Chana Sligar

SCHEDULE A  
U.S. TRADEMARK REGISTRATION

<u>Mark</u>	<u>Reg. No.</u>
SKYCAM	1,634,708

SCHEDULE B  
U.S. PATENT

<u>Title</u>	<u>Reg. No.</u>
Three-dimensional moving camera assembly with an informational cover housing	6,873,355