

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
Winnercomm, Inc.		02/24/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue Of The Americas		
Internal Address:	46TH Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78270436	THE DAILY GRIND	
Serial Number:	78270428	THE MORNING GRIND	
Registration Number:	2649654	LEGENDS & LORE	
Registration Number:	2764364	WINNERCOMM	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033.0124		

CH \$115.00 78270436

NAME OF SUBMITTER:	Daniel Angel, Esq. (026033.0124)
Signature:	/kc for da/
Date:	05/30/2006
Total Attachments: 4 source=Winnercomm IP Filing#page1.tif source=Winnercomm IP Filing#page2.tif source=Winnercomm IP Filing#page3.tif source=Winnercomm IP Filing#page4.tif	

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Winnercomm, Inc. (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");

WHEREAS, pursuant to the Financing Agreement, dated as of February 27, 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"), Assignor, an Oklahoma corporation, Skycam LLC, an Oklahoma limited liability company ("Skycam" and together with Assignor, 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, 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 24, 2006.

Winnercomm, Inc.

By: *John A. Baker*

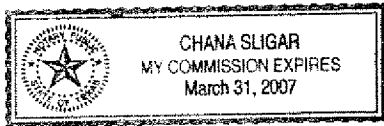
Name: John A. Baker

Title: Chief Financial Officer

*Assignment for
Security -
Trademarks*

STATE OF Texas
COUNTY OF Dallas SS.:

On this ____ 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 Chief Financial Officer of Winn-Dixie, Inc., a Oklahoma Corporation, and that s/he executed the foregoing instrument in the firm name of Winn-Dixie, Inc., 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 REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Reg. / App. No.</u>
THE DAILY GRIND	78/270,436
THE MORNING GRIND	78/270,428
LEGENDS & LORE	2,649,654
WINNERCOMM	2,764,364