

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cablecam, LLC		09/29/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as agent		
Street Address:	1345 Avenue Of The Americas		
Internal Address:	46TH Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2987254	CABLECAM	
Registration Number:	2293876	CABLECAM'S FLYING FOX	
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 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033.0124		
NAME OF SUBMITTER:	Daniel Angel, Esq. (026033.0124)		

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TRADEMARK
REEL: 003407 FRAME: 0719

Signature:

/kc for da/

Date:

10/12/2006

Total Attachments: 7

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ASSIGNMENT FOR SECURITY

TRADEMARKS AND PATENTS

WHEREAS, Cablecam, 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, Winnercomm Holdings, Inc., a Delaware corporation (the "Parent"), Winnercomm, Inc., an Oklahoma corporation ("Winnercomm"), Skycam LLC, an Oklahoma limited liability company ("Skycam" and together with Winnercomm, each a "Borrower" and collectively, the "Borrowers"), 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 (in such capacity, the "Administrative Agent" and, together with the Collateral Agent, each an "Agent" and collectively, the "Agents") are parties to a certain 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"; all capitalized terms that are defined in the Financing Agreement and not otherwise defined herein are used herein as defined therein);

WHEREAS, pursuant to Section 7.01(b) of the Financing Agreement, each Subsidiary of a Loan Party not in existence on the Effective Date is required to execute and deliver to the Collateral Agent, among other things, (a) a Guaranty guaranteeing the Obligations, (b) a Security Agreement, (c) if such Subsidiary has any Subsidiaries, a Pledge Agreement and (d) such other agreements, instruments, approvals, legal opinions or other documents reasonably requested by the Collateral Agent to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents;

WHEREAS, the Borrowers have requested the Assignor (i) to be joined (A) to the Financing Agreement as a "Guarantor", (B) to the Security Agreement as a "Grantor" (as defined therein), (C) to the Pledge Agreement as a "Pledgor" (as defined therein), and (D) to the Contribution Agreement as an "Obligor" (as defined therein) and (ii) to become jointly and severally liable with the Borrowers for the Obligations (as defined in the Security Agreement);

WHEREAS, the Assignor, has entered into a Joinder Agreement, dated as of July 31, 2006 (the "Joinder Agreement") in favor of the Collateral Agent (the "Assignee"); and

WHEREAS, pursuant to the Joinder 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,

the Patents, 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.

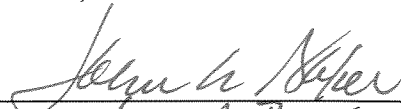
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor as collateral security for the full and complete payment and performance when due of the Obligations, hereby mortgages, pledges and hypothecates to the Assignee, for the benefit 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 Joinder 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 for Security Trademarks and Patents to be duly executed by its officer thereunto duly authorized as of September 29, 2006.

Cablecam, LLC

By: 
Name: JOHN A BAKER
Title: CFO

STATE OF Oklahoma
COUNTY OF Adair SS.:

On this 28th day of September 2006, before me personally came John A. Baker known to me 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 CEO of Cablecam, LLC and that s/he executed the foregoing instrument in the name of Cablecam, LLC and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Dorey Martin, Notary
my commission expires 1/1/07

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>
CABLECAM	2,987,254
CABLECAM'S FLYING FOX	2,293,876

SCHEDULE B
PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>
United States	Traveling highline system	6,886,471
All PCT Countries	Traveling highline system	PCT/US2004/04759
United States	System and method for moving objects within three-dimensional space	6,809,495
United States	Mounting system reeved to move an object in two-dimensions and methods relating to same	7,036,436
United States	System and method for facilitating fluid three-dimensional movement of an object via directional force	6,975,089
All PCT Countries	System and Method for three-dimensional movement of an object subject to a directional force	PCT/US2004/024321
All PCT Countries	A mounting system reeved to move an object in two-dimensions and methods relating to same	PCT/US2004/35092
Europe	System and method for three-dimensional movement of an object subject to a directional force	PCT/US2004/024321
United States	Dual Highline System and Method	10/604,667
All PCT Countries	Dual Highline System and Method	PCT/US2004/25615
United States	Flying-V: System and Method for Moving Objects Within Two-Dimensional Space	10/605,778 Pub. No.: 2005/0087089
United States	One Rope Multi-V: Cabling System and Method for Facilitating fluid three-dimensional Movement Of A	10/708,158 Publication No. 2005/0024004

<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>
	Suspended Camera	
United States	Object Movement System and Method	10/906,621 Pub. No.: 2005/0160936
United States	Multi-Environment Object Movement System and Method	11/145,555
United States	System and Method for Facilitating Fluid Three-Dimensional Movement of an Object via Directional Force	11/251,439
All PCT Countries	A Mounting System Reeved to Move and Object in Two Dimensions and Methods Relating to Same	PCT/US2004/35092
Japan	System and Method for Three-Dimensional Movement of an Object to a Directional Force	PCT/US04/024321
Brazil	System and Method for Three-Dimensional Movement of an Object to a Directional Force	PCT/US04/024321
Australia	System and Method for Three-Dimensional Movement of an Object Subject to a Directional Force	PCT/US04/024321
South Africa	System and Method for Three-Dimensional Movement of an Object Subject to a Directional Force	PCT/US04-024321
United States	Object Movement System and Method	11/411,972
Brazil	Object Movement System and Method	To be assigned
Japan	Object Movement System and Method	To be assigned