

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
Provident Intellectual Property		09/28/2006	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	First Southern National Bank
Street Address:	P.O. Box 328
City:	Stanford
State/Country:	KENTUCKY
Postal Code:	40484
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78475034	PASSALONG
Serial Number:	78475054	PASSALONG NETWORKS
Serial Number:	78524574	P2PREVOLUTION
Serial Number:	78655880	PASSING-AND-POINTS
Serial Number:	78656053	PASSING & POINTS
Serial Number:	78711293	ONTOUR
Serial Number:	78711312	NEVER MISS A CONCERT AGAIN!
Serial Number:	78711384	DISCOVERMYMUSIC
Serial Number:	78771352	ONTOUR
Serial Number:	78786626	PASSALONG
Serial Number:	78886050	FREEDOMMP3
Serial Number:	78877241	P
Serial Number:	78860038	PASSALONG

OP \$490.00 78475034

Serial Number:	78844175	CONCERT-OF-THE-FUTURE
Serial Number:	78831217	ONTOUR
Serial Number:	78831184	ONTOUR
Serial Number:	78475048	1PASS
Serial Number:	78961099	STOREBLOCKS
Serial Number:	78961093	SPEAKERHEART

CORRESPONDENCE DATA

Fax Number: (214)999-3623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2149994487
Email: jfulmer@gardere.com, ip@gardere.com
Correspondent Name: GARDERE WYNNE SEWELL, LLP
Address Line 1: 1601 Elm Street
Address Line 2: IP Section (Jason R. Fulmer)
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	128303-9
NAME OF SUBMITTER:	Jason R. Fulmer
Signature:	/Jason R. Fulmer/
Date:	10/17/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of **SEPTEMBER 25, 2006**, is made by **PROVIDENT INTELLECTUAL PROPERTY, LLC**, a Texas limited liability company ("Holding Company") in favor of **FIRST SOUTHERN NATIONAL BANK**, a national bank together with its successors and assigns, "Lender").

RECITALS

WHEREAS, **TENNESSEE PACIFIC GROUP, LLC** ("Debtor") has entered into a **LOAN AND SECURITY AGREEMENT** dated as of **MARCH 28, 2006** (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement; and

WHEREAS, Holding Company has executed that certain **GUARANTY AGREEMENT** dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement") pursuant to which Holding Company has guaranteed the Indebtedness; and

WHEREAS, under the terms of Loan Agreement, Holding Company has granted to Lender, a security interest in, among other property, all Intellectual Property of Holding Company, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holding Company agrees as follows:

1. **Grant of Security.** Holding Company hereby grants to Lender, a security interest in all of Holding Company right, title and interest in and to the following (the "Intellectual Property Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Holding Company, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Holding Company accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. **Security for Indebtedness.** The grant of a security interest in, the Collateral by Holding Company under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of Holding Company, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Holding Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Holding Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Holding Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HOLDING COMPANY:

ADDRESS:

PROVIDENT INTELLECTUAL PROPERTY, LLC

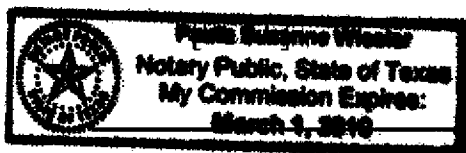
3301 Villanova Street
Dallas, TX 75225

By: Robin POU
Name: ROBIN POU
Title: SECRETARY

STATE OF TEXAS
COUNTY OF DALLAS

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§

THIS INSTRUMENT was acknowledged before me on SEPTEMBER 28, 2006, by ROBIN POU, the SECRETARY of PROVIDENT INTELLECTUAL PROPERTY, LLC, a Texas limited liability company, on behalf of said limited liability company.



Paula Suzanne Wessler
Notary Public

EXHIBIT A

Date Filed	Patent Application Serial Number	Title	Inventor(s)
12/02/2003	10/726,284	Distribution and Rights Management of Digital Content	Robin Pou, Brad Edmonson, Dave Jaworski, and Jozef Nuyens
06/17/2004	10/870,708	Controlling Read and Write Operations for Digital Media	Dave Jaworski, Brad Edmonson, and Robin Pou
09/01/2005	11/219,075	Centralized Management of Digital Rights Licensing	Brad Edmonson, Dave Jaworski, and Robin Pou
09/01/2005	11/218,852	User-Defined Electronic Stores for Marketing Digital Rights Licenses	Brad Edmonson, Dave Jaworski, and Robin Pou
12/02/2005	11/292,913	Providing Purchasing Opportunities For Performances	Chris Michael Kohout, Kirby Watson, and Russ Whitman
03/10/2006	60/780,966	Microtransactions Using Points Over Electronic Networks	Robin Pou

EXHIBIT B

Trademark	USPTO Application Serial Number	Date Filed
PassAlong (Stylized Mark)	78/475,034	08/27/2004
PassAlong Networks (Stylized Mark)	78/475,054	08/27/2004
p2pREVOLUTION (Word Mark)	78/524,574	11/30/2004
Passing-and-Points (Word Mark)	78/655,880	06/22/2005
Passing & Points (Word Mark)	78/656,053	06/22/2005
OnTour (Stylized Mark)	78/711,293	09/12/2005
Never Miss A Concert Again! (Word Mark)	78/711,312	09/12/2005
DiscoverMyMusic (Word Mark)	78/711,384	09/12/2005
OnTour (Word Mark)	78/771,352	12/12/2005
PassAlong (Word Mark)	78/786,626	01/06/2006
FreedomMP3 (Word Mark)	78/886,050	05/17/2006
P (Stylized Mark)	78/877,241	05/05/2006
PassAlong (Word Mark)	78/860,038	04/12/2006
Concert-of-the-Future (Word Mark)	78/844,175	03/23/2006
OnTour (Stylized Mark)	78/831,217	03/07/2006
OnTour (Word Mark)	78/831,184	03/07/2006
ipass (Word Mark)	78/475,048	08/27/2004
Storeblocks (Word Mark)	78/961,099	08/25/2006
Speakerheart (Word Mark)	78/961,093	08/25/2006

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RECORDED: 10/17/2006

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