

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iBiquity Digital Corporation		12/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Credit Products, LLC, as Administrative and Collateral Agent
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2669755	IBIQUITY DIGITAL
Registration Number:	2726894	IBIQUITY
Registration Number:	2727566	IBIQUITY DIGITAL
Registration Number:	2832781	HD RADIO READY
Registration Number:	2841147	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	2872292	HD RADIO
Registration Number:	2867407	HD
Registration Number:	2867408	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	2865524	HD RADIO
Registration Number:	2860944	HD
Serial Number:	76491923	HD NOW
Serial Number:	76491922	HD NOW
Serial Number:	76652278	HD DIGITAL RADIO ALLIANCE
Serial Number:	76652279	HD DIGITAL RADIO

CH \$415.00 2669755

Serial Number:	76656891	EZ HD RADIO
Serial Number:	76656924	EZ HD

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/11/2006

Total Attachments: 6
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EXHIBIT A
TRADEMARKS

U.S. REGISTERED TRADEMARKS

Owner	Registration No.	Mark	Issue Date
IBIQUITY DIGITAL CORPORATION	2,669,755	iBiquity Digital (Design)	12/31/02
IBIQUITY DIGITAL CORPORATION	2,726,894	IBIQUITY	06/17/03
IBIQUITY DIGITAL CORPORATION	2,727,566	IBIQUITY DIGITAL	06/17/03
IBIQUITY DIGITAL CORPORATION	2,832,781	HD Radio Ready & Design	04/13/04
IBIQUITY DIGITAL CORPORATION	2,841,147	HD Radio Pure Digital. Clear Radio. & Design	05/11/04
IBIQUITY DIGITAL CORPORATION	2,872,292	HD Radio & Design	08/10/04
IBIQUITY DIGITAL CORPORATION	2,867,407	HD & Design	07/27/04
IBIQUITY DIGITAL CORPORATION	2,867,408	HD Radio Pure Digital. Clear Radio. & Design	07/27/04
IBIQUITY DIGITAL CORPORATION	2,865,524	HD Radio & Design	07/20/04
IBIQUITY DIGITAL CORPORATION	2,860,944	HD & Design	07/06/04

U.S. TRADEMARK APPLICATIONS

Owner	Serial No.	Mark	Filed
IBIQUITY DIGITAL CORPORATION	76/491,923	HD NOW & Design	02/24/03
IBIQUITY DIGITAL CORPORATION	76/491,922	HD NOW & Design	02/24/03
IBIQUITY DIGITAL CORPORATION	76/652,278	HD Digital Radio Alliance & Design	12/13/05
IBIQUITY DIGITAL CORPORATION	76/652,279	HD Digital Radio & Design	12/13/05
IBIQUITY DIGITAL CORPORATION	76/656,891	EZ HD Radio & Design	3/10/06
IBIQUITY DIGITAL CORPORATION	76/656,924	EZ HD Radio & Design	3/10/06

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of December 1, 2006 by and between MERRILL LYNCH CREDIT PRODUCTS, LLC, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement) (the "Collateral Agent"), and IBIQUITY DIGITAL CORPORATION, a Delaware corporation (the "Borrower").

RECITALS

WHEREAS, Borrower, Lenders and the Collateral Agent entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which each Lender has agreed to lend to Borrower up to Fifty Million Dollars (\$50,000,000) to be evidenced by Borrower's issuance to each Lender of certain senior secured promissory notes. As a condition of the loans, each Lender required that Borrower grant to the Collateral Agent, for the benefit of the Lenders a security interest in certain trademarks to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to the Collateral Agent for the benefit of the Lenders, a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

(a) To secure the Obligations, Borrower grants and pledges to the Collateral Agent, as agent for the benefit of the Collateral Agent and each Lender, a security interest in all of Borrower's right, title and interest in, to and under its Trademarks (as defined in the Credit Agreement), including without limitation those Trademarks (including any and all appurtenant goodwill) listed on Exhibit A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that no security interest is granted herein in any of Borrower's intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral.

The security interest granted hereby is in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral

Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent and the Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all Trademarks which Borrower has registered or filed an application for with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

IBIQUITY DIGITAL CORPORATION,
as Borrower

By: _____



Name: ROBERT STRUBLE
Title: PRESIDENT & CEO

Trademark Security Agreement

TRADEMARK
REEL: 003441 FRAME: 0811

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

IBQUITY DIGITAL CORPORATION,
as Borrower

By: _____
Name:
Title:

MERRILL LYNCH CREDIT PRODUCTS, LLC,
as Collateral Agent

By: 
Name: **ELIZABETH BURNETT**
Title: **VICE PRESIDENT**

Trademark Security Agreement

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