

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
EYEWONDER, INC.		05/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIA DIGITAL PARTNERS SBIC II LP		
Street Address:	15120 Enterprise Court, Suite 200		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2592433	EYEWONDER	
Registration Number:	2534119	EYEMAIL	
Registration Number:	2641923	EYERIS	
Registration Number:	2540016	EYESTUDIO	
Registration Number:	3010428	VIDEOSTITIAL	
Serial Number:	76662086	ADWONDER	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$165.00 2592433

ATTORNEY DOCKET NUMBER:	27616.021 EYEWONDER, INC.
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	06/08/2007
Total Attachments: 5 source=EyewonderTMSecAgmt#page1.tif source=EyewonderTMSecAgmt#page2.tif source=EyewonderTMSecAgmt#page3.tif source=EyewonderTMSecAgmt#page4.tif source=EyewonderTMSecAgmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*") dated as of May 29, 2007 by and between EYEWONDER, INC., a Delaware corporation (the "*Grantor*"), and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership (in such capacity, the "*Secured Party*"), for the ratable benefit of itself and the other holders from time to time party to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "*Securities Purchase Agreement*") by and among the Grantor, the Secured Party and the other parties thereto.

This Agreement is executed pursuant to the terms of a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "*Security Agreement*") by and between the Grantor and the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of itself and the other Holders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

4818-3578-4449.02

TRADEMARK
REEL: 003557 FRAME: 0469

29th IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of May, 2007.

EYEWONDER, INC., as Grantor

By: *Jerome F. Connell, Jr.*
Jerome F. Connell, Jr.
General Counsel and COO

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF FULTON

I, JEFFREY TONEY, a Notary Public for said County and State, do hereby certify that JEROME CONNELL personally appeared before me this day and stated that (s)he is GENERAL COUNSEL & COO of EYEWONDER, INC. and acknowledged, on behalf of EYEWONDER, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 29th day of MAY, 2007.

Jeffrey Toney
Notary Public

My commission expires:

August 22, 2010



[Signature Pages Continue]

[Trademark Security Agreement – EyeWonder, Inc.]

Agreed and Accepted as of the
29 day of May, 2007.

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners LLC
Its: General Partner

By: Scott E. Chappell
Scott E. Chappell
Member

[Trademark Security Agreement – EyeWonder, Inc.]

TRADEMARK
REEL: 003557 FRAME: 0471

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Registration No.	Date Registered	Affidavit of Use Due	Renewal Due
EyeWonder	2,592,433	July 9, 2002	After July 9, 2007	July 9, 2012
EyeMail	2,534,119	Jan. 29, 2002	Before Jan. 29, 2008	Jan. 29, 2012
EyeRis	2,641,923	Oct. 29, 2002	After Oct. 29, 2007	Oct. 29, 2012
EyeStudio	2,540,016	Feb. 19, 2002	Before Feb. 19, 2008	Feb. 19, 2012
Videostitial	3,010,428	Nov. 1, 2005	After Nov. 1, 2010	Nov. 1, 2015

Registration application filed in June 2006 for the trademark "AdWonder" under Int'l Class 35 (Serial Number 76/662086).

[Trademark Security Agreement – EyeWonder, Inc.]

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Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

[Trademark Security Agreement – EyeWonder, Inc.]