

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PurDigital Media, Inc.		07/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DirecPath, LLC		
Street Address:	100 Crescent Court, Suite 1450		
Internal Address:	c/o Hicks Holdings LLC		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3183622	FASTPASS	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8464		
Email:	paula.mazzeo@bingham.com		
Correspondent Name:	Paula A. Mazzeo		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		
Date:	07/26/2007		

OP \$40.00 3183622

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 20, 2007, is entered into by and among **PURDIGITAL MEDIA, INC.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), **DIRECPATH, LLC**, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**Lender**"), and **NEWSTAR FINANCIAL, INC.**, as Collateral Agent for the benefit of Primary Secured Parties and, in such capacity, as Collateral Assignee of the Lender (hereinafter, together with its successors as Collateral Agent for the benefit of Primary Secured Parties and as Collateral Assignee of the Lender, called the "**Collateral Assignee**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among Biltmore Communications, Inc., a Georgia corporation and successor by merger with HHEP Acquisition Co. (the "**Borrower**"), HHEP-Biltmore, LLC, a Delaware limited liability company (the "**Parent Company**"), DirecPath, LLC, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**Lender**"), and the Collateral Assignee (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lender has agreed to make Credit Extensions to the Borrower.

B. In order to induce the Lender to make Credit Extensions to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Grantor, the Borrower, the Parent Company, the Lender and the Collateral Assignee (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

E. In order to secure all of the Primary Secured Obligations of the Lender to Primary Secured Parties, the Lender has collaterally assigned to NewStar Financial, Inc., in its capacity as Collateral Agent for Primary Secured Parties, all of the rights, title and interests of the Lender under and with respect to the Obligations, this Intellectual Property Security Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender and with the Collateral Assignee, as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, (F) injury to any goodwill associated with any Copyright, or (G) infringement of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Lender and to the Collateral Assignee that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Lender on, the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor except as enforceability may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by equitable principles of general applicability.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Security Agreement. The Grantor, the Lender and the Collateral Assignee expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Applicable Secured Party of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and

the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Applicable Secured Party shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE GRANTOR, THE LENDER AND THE COLLATERAL ASSIGNEE ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR**

ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.8 OF THE SECURITY AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, each of the Secured Parties may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse each of the Secured Parties for all of the reasonable costs and expenses thereof on demand by any of the Secured Parties.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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****Signature Page to PurDigital Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

PURDIGITAL MEDIA, INC.

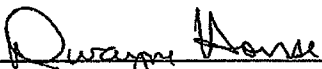
By: Dwayne House
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

****Signature Page to PurDigital Intellectual Property Security Agreement****

*****Signature Page to PurDigital Intellectual Property Security Agreement Follows*****

The Lender:

DIRECPATH, LLC

By: 
Name: Dwayne House
Title: Chief Financial Officer and
Treasurer

****Signature Page to PurDigital Intellectual Property Security Agreement****

****Signature Page to PurDigital Intellectual Property Security Agreement Follows****

The Collateral Assignee:

NEWSTAR FINANCIAL, INC.

By: 

Name: Robert F. Milordi

Title: Managing Director - Portfolio Management

****Signature Page to PurDigital Intellectual Property Security Agreement****

SCHEDULE I

To

PURDIGITAL MEDIA, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
FASTPASS	3,183,622	December 12, 2006

B. TRADEMARK APPLICATIONS.

None.

SCHEDULE II

To

PURDIGITAL MEDIA, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. PATENT REGISTRATIONS.

None.

B. PATENT APPLICATIONS.

None.

SCHEDULE III

To

PURDIGITAL MEDIA, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. COPYRIGHT REGISTRATIONS.

None.

B. COPYRIGHT APPLICATIONS.

None.