

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TEMPO NETWORKS LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VIACOM INTERNATIONAL INC.
Internal
Address: 34th Floor
Street Address: 1515 Broadway
City: New York
State: New York
Country: U.S.A. Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) NOVEMBER 8, 2007
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE ATTACHED

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: VIACOM INTERNATIONAL INC.
Internal Address: 34th Floor
Street Address: 1515 Broadway
City: New York
State: New York Zip: 10036
Phone Number: _____
Fax Number: _____
Email Address: trademarks@mtvn.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 800.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 50-1543
Authorized User Name Matthew Howard

9. Signature:  November 14, 2007
Signature Date

Name of Person Signing
Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$216.00 501543 78619874

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CONTINUATION OF ITEM #4

Schedule 1

Trademarks

Mark	Serial No./Reg. No.	Filing Date	International Trademark Class
TEMPO	78/619,874	4/29/05	41
TEMPO	78/619,873	4/29/05	38
TEMPO	78/619,867	4/29/05	9
TEMPO Logo	78/737,865	10/21/05	41
TEMPO Logo	78/737,862	10/21/05	38
TEMPO Logo	78/737,858	10/21/05	9
INSIDE THE RHYTHM	3,269,792	7/24/07	41
GATEWAY TO ALL THINGS CARIBBEAN	77/056,199	77/056,199	41

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of November 8, 2007, made by Tempo Networks, LLC, a Delaware limited liability company ("Grantor"), in favor of Viacom International Inc., a Delaware corporation (the "Secured Party").

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the Security Agreement, dated as of November 1, 2007, by and among Grantor and the Secured Party (the "Agreement"), Grantor assigned and pledged to the Secured Party a security interest in and to intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); *provided, however*, that the Trademark Collateral shall not include any "intent-to-use" based application for a Trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office (the "PTO") for such application;

WHEREAS, the Grantor has all necessary right, title and interest to grant the Secured Party a security interest in the Trademark Collateral;

WHEREAS, pursuant to the Agreement, Grantor agreed to take all action reasonably necessary or as reasonably requested by Secured Party to create, confirm or preserve the security interest granted pursuant to the Agreement; and

WHEREAS, the Secured Party deems it necessary, and Grantor has agreed, to execute and deliver to Secured Party this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Security Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, Grantor hereby grants, assigns and conveys to the Secured Party a security interest in and to the Trademark Collateral, in each case, now existing or hereafter acquired.

Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Secured Party, and the Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

The Grantor and the Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

Grantor has caused this Notice of Grant of Security Interest to be duly executed and notarized, with effect as of the date first written above.

TEMPO NETWORKS, LLC

By: 
Name: **Michael D. Frickles**
Title: **EVP, General Counsel & Secretary
of Viacom International Inc., Sole Member**

STATE OF NEW YORK)
)ss
 COUNTY OF NEWYORK)

On this 6th day of November, 2007, before me personally came Michael D. Fricklas, to me know to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Executive Vice President, General Counsel and Secretary of Viacom International Inc., the Sole Member of Tempo Networks, LLC; he signed the instrument in the name of Viacom International Inc., on behalf of its wholly-owned subsidiary Tempo Networks, LLC; and he had the authority to sign the instrument on behalf of Tempo Networks, LLC.


 Notary Public

SEAL

RICARDO L. GOMEZ-NIETO
 Notary Public, State of New York
 No. 01GO6094280
 Qualified in Nassau County
 Commission Expires July 16, 2011
June (RL)

Schedule 1**Trademarks**

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