

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |
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CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------|----------|----------------|-----------------------|
| FMW OC, INC. | | 11/20/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------|
| Name: | BIA DIGITAL PARTNERS SBIC II LP |
| Street Address: | 15120 Enterprise Court |
| Internal Address: | 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: | 1725556 | SPORTS & SOAPS |
| Registration Number: | 1334657 | ADCART |
| Registration Number: | 1334656 | ADCART |
| Registration Number: | 1536666 | MIC |
| Registration Number: | 1536665 | MARKET INFORMATION CENTER |
| Registration Number: | 1458267 | TV MOVIE NEWS |

CORRESPONDENCE DATA

Fax Number: (704)353-3246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704.331.7400
 Email: docket@kennedycovington.com
 Correspondent Name: Michael A. Tobin
 Address Line 1: 214 North Tryon Street
 Address Line 2: Hearst Tower, 47th Floor
 Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

OP \$165.00 1725556

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| ATTORNEY DOCKET NUMBER: | 27616.025 |
| NAME OF SUBMITTER: | Michael A. Tobin |
| Signature: | /michael a. tobin/ |
| Date: | 11/20/2007 |
| Total Attachments: 6 source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif source=TM Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 20, 2007 by and between FMW OC, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 25300 Rye Canyon Road, Valencia, California 91355 and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (the "Collateral Agent"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among FMW, INC., a Delaware corporation, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Credit Parties in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a 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) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

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

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

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent 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 page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FMW OC, INC., as Grantor

By: 
Name: Brendan Ross
Title: President

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles

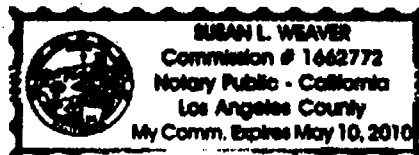
I, Susan L. Weaver a Notary Public for said County and State, do hereby certify that Brendan Ross personally appeared before me this day and stated that he is President of FMW OC, INC. and acknowledged, on behalf of FMW OC, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of November, 2007.


Notary Public

My commission expires:

5/10/10



Agreed and Accepted as of the 20 day of
November, 2007.

BIA DIGITAL PARTNERS SBIC II LP,
as Collateral Agent

By: BIA Digital Partners II LLC
Its: General Partner

By: Lloyd R. Sams
Name: Lloyd R. Sams
Title: Member

Schedule A to Trademark Security Agreement

TRADEMARKS

| Mark | Registration Number | Registration Date | Country |
|---------------------------|----------------------------|--------------------------|----------------|
| SPORTS & SOAPS | 1725556 | 10/20/92 | United States |
| ADCART | 1334657 | 5/7/85 | United States |
| ADCART & Design | 1334656 | 5/7/85 | United States |
| MIC (Stylized) | 1536666 | 4/25/89 | United States |
| MARKET INFORMATION CENTER | 1536665 | 4/25/89 | United States |
| TV MOVIE NEWS | 1458267 | 9/22/87 | United States |

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.