

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadcast International, Inc.		12/21/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Castlerigg Master Investments Ltd., as collateral agent		
<b>Street Address:</b>	c/o Sandell Asset Management, 40 West 57th Street		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3034246	CODECSYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2494		
<b>Email:</b>	watt.wanapha@srz.com		
<b>Correspondent Name:</b>	Watt Wanapha, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	025674.0030		
<b>NAME OF SUBMITTER:</b>	Watt Wanapha, Esq. (025674.0030)		
<b>Signature:</b>	/kc for ww/		

CH \$40.00 3034246

Date:

01/22/2008

**Total Attachments: 3**

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GRANT OF SECURITY INTEREST -- TRADEMARKS

WHEREAS, BROADCAST INTERNATIONAL, INC. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Annex A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of December 11, 2007 (as amended, restated, replaced, supplemented, modified or as otherwise changed from time to time, the "Security Agreement"), in favor of Castlerigg Master Investments Ltd., as collateral agent for certain purchasers (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of Dec 21, 2007

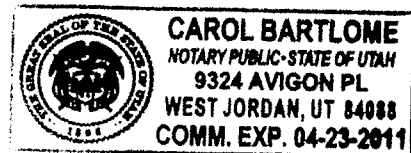
**BROADCAST INTERNATIONAL INC.**

By: Reed L. Benson  
Name: Reed L. Benson  
Title: CEO, general counsel

STATE OF Utah  
ss.:  
COUNTY OF Salt Lake

On this 21st day of December, 2007 before me personally came Reed L. Benson to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO & General Counsel of Broadcast International, a Utah Corporation, and that s/he executed the foregoing instrument in the firm name of Broadcast International, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Carol Bartlome



ANNEX A TO GRANT OF SECURITY INTEREST - TRADEMARKS

**Trademarks and Trademark Applications**

Owned by Broadcast International Inc.

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CODECSYS	3034246	12/27/2005