

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iBiquity Digital Corporation		03/03/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Credit Products, LLC, as Collateral Agent		
<b>Street Address:</b>	4 World Financial Center		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10080		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3275640	HD NOW	
<b>Registration Number:</b>	3275641	HD NOW	
<b>Serial Number:</b>	77288823	TAG	
<b>Serial Number:</b>	77288826		
<b>Serial Number:</b>	77288829		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 469041		

**CH \$140.00 3275640**

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/04/2008
Total Attachments: 5 source=lbiqurity_merrill_tm5#page2.tif source=lbiqurity_merrill_tm5#page3.tif source=lbiqurity_merrill_tm5#page4.tif source=lbiqurity_merrill_tm5#page5.tif source=lbiqurity_merrill_tm5#page6.tif	

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT** is entered into as of March 3, 2008 by and between **MERRILL LYNCH CREDIT PRODUCTS, LLC**, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement) (the "**Collateral Agent**"), and **IBIQUITY DIGITAL CORPORATION**, a Delaware corporation (the "**Borrower**").

### RECITALS

**WHEREAS**, Borrower, Lenders and the Collateral Agent entered into a certain Credit Agreement dated as of December 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") pursuant to which each Lender agreed to lend to Borrower up to Fifty Million Dollars (\$50,000,000) to be evidenced by Borrower's issuance to each Lender of certain senior secured promissory notes. As a condition of the loans, each Lender required that Borrower grant to the Collateral Agent, for the benefit of the Lenders a security interest in certain trademarks to secure the Obligations (as defined in the Credit Agreement).

**WHEREAS**, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to the Collateral Agent for the benefit of the Lenders, a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

**WHEREAS**, the Borrower and the Collateral Agent have entered into a Trademark Security Agreement dated as of December 1, 2006, recorded at the United States Patent and Trademark office at Reel 3441 Frame 0806 (the "**Base Trademark Security Agreement**") and wish to supplement the schedule thereto with additional pledged collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

(a) To secure the Obligations, Borrower grants and pledges to the Collateral Agent, as agent for the benefit of the Collateral Agent and each Lender, a security interest in all of Borrower's right, title and interest in, to and under its Trademarks (as defined in the Credit Agreement), including without limitation those Trademarks (including any and all appurtenant goodwill) listed on Exhibit A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that no security interest is granted herein in any of Borrower's intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or


examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral.

The security interest granted hereby is in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies provided for in the Base Trademark Security Agreement, this Trademark Security Agreement Supplement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent and the Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all Trademarks which Borrower has registered or filed an application for with the United States Patent and Trademark Office that have not been previously set forth in Exhibit A to the Base Trademark Security Agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By:   
Name: Robert J. Strubie  
Title: President and CEO

**MERRILL LYNCH CREDIT PRODUCTS,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Trademark Security Agreement Supplement Signature Page]*

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**MERRIL LYNCH CREDIT PRODUCTS, LLC**  
as Collateral Agent

By: *Michael Lee*  
Name: *Michael Lee*  
Title: *Vice President*

*[Trademark Security Agreement Supplement Signature Page]*

**EXHIBIT A**  
**TRADEMARKS**

**U.S. REGISTERED TRADEMARKS**

3,275,640	HD NOW & Design	08/07/07
3,275,641	HD NOW & Design	08/07/07

**U.S. TRADEMARK APPLICATIONS**

77/288,823	TAG & Design (color claimed)	9/25/07
77/288,826	Arc Design (no color claimed)	9/25/07
77/288,829	Arc Design (orange color claimed)	9/25/07