

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOTV NETWORKS, INC.		07/29/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3465603	HIP HOP OFFICIAL	
Serial Number:	77187477	ES MUSICA	
Serial Number:	77187465	ES MUSICA	
Serial Number:	77187661	HIP HOP OFFICIAL	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121		
NAME OF SUBMITTER:	John D. Fredericks		

CH \$115.00 3465603

Signature:

/s/ John D. Fredericks

Date:

08/01/2008

Total Attachments: 5

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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated July 29, 2008 by and between TriplePoint Capital LLC, a Delaware company and GOTV NETWORKS, INC., a California corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is GOTV NETWORKS, INC., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and GOTV NETWORKS, INC.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 8, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 8, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Amend.IP.Agt

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

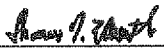
Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.


Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: GOTV NETWORKS, INC.
Signature: 
Print Name: Thomas J. Thornth
Title: CEO

Us: TRIPLEPOINT CAPITAL LLC
Signature: 
Print Name: Sajal Srivastava
Title: Chief Operating Officer

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between GOTV NETWORKS, INC., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Automated Management & Publication of Electronic Content from Mobile Nodes (aka "Live From You")	Filed 2/13/08 – Application in process with PTO. Next step, projected publication date, is Aug. 13, 2009	12030743

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between GOTV NETWORKS, INC., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
GoTV (US)	9/25/07	3,298,982	Registered
GoTV (EU)	4/10/08	5,869,664	Registered
Altitude (US)	11/6/07	3,331,620	Registered
Diva (US)	5/20/08	3,432,890	Registered
Hip Hop Official (US)	7/15/08	3,465,603	Registered
Hip Hop Official (EU)	4/10/08	5,873,062	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Application Number	Status
ES Musica (US)	5/22/2007	77/187,477	Filed
ES Musica (US)	5/22/2007	77/187,465	Filed
Hip Hop Official (US)	5/22/2007	77/187,661	Filed
Hip Hop Official (Canada)	11/21/2007	1,373,075	Filed
GoTV (Canada)	12/05/2007	1,374,847	Filed
GoTV (China)	6/27/07	6133485	Filed
Altitude (EU)	4/21/06	5031752	Filed

**SUPPLEMENT TO SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between GOTV NETWORKS, INC., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		