

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DigitalBridge Communications Corp.		10/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIA Digital Partners SBIC II LP		
<b>Street Address:</b>	15120 Enterprise Court		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Chantilly		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20151		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3375430	BRIDGEMAXX	
Registration Number:	3313837	DIGITALBRIDGE COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3871		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704.331.7400		
<b>Email:</b>	docket@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 North Tryon Street		
<b>Address Line 2:</b>	Hearst Tower, 47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	27616.029		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$65.00 3375430

Signature:	/karl s. sawyer, jr./
Date:	11/18/2008
Total Attachments: 7 source=IPSecAgree#page1.tif source=IPSecAgree#page2.tif source=IPSecAgree#page3.tif source=IPSecAgree#page4.tif source=IPSecAgree#page5.tif source=IPSecAgree#page6.tif source=IPSecAgree#page7.tif	

THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF) DATED AS OF OCTOBER 14, 2008, AMONG DIGITALBRIDGE COMMUNICATIONS CORP., DIGITALBRIDGE SERVICES, LLC, DIGITALBRIDGE SPECTRUM CORP. (COLLECTIVELY, THE "COMPANIES"), COMERICA BANK, BIA DIGITAL PARTNERS SBIC II LP ("BIA") AND SPRING CAPITAL PARTNERS II, LP (TOGETHER WITH BIA, THE "SUBORDINATED LENDERS"), WHICH, AMONG OTHER THINGS, CONTAINS PROVISIONS SUBORDINATING THE OBLIGATIONS OF EACH OF THE COMPANIES TO THE SUBORDINATED LENDERS TO SUCH COMPANY'S OBLIGATIONS TO THE HOLDERS OF THE SENIOR LOANS (AS DEFINED IN SAID SUBORDINATION AND INTERCREDITOR AGREEMENT), TO WHICH PROVISIONS EACH HOLDER OF THE NOTES UNDER THE PURCHASE AGREEMENT (AS DEFINED HEREIN), BY ACCEPTANCE THEREOF, AGREES.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 2008, by and between DigitalBridge Communications Corp., a Delaware corporation ("Grantor") and BIA Digital Partners SBIC II LP, a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Holders ("Secured Party").

### RECITALS

A. The Holders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Securities Purchase Agreement by and between Secured Party, the Holders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. The Holders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of that certain Security Agreement by and among Secured Party, Grantor and the others party thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used herein are used as defined in the Security Agreement or the Loan Agreement (as applicable).

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 its obligations under the Loan Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, the Security Agreement and under any other agreement now existing or hereafter arising between Secured Party and Grantor, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby

are in addition to those set forth in the Security Agreement and the other Note Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or in any of the Note 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Address of Grantor:

44675 Cape Court, Suite 130  
Ashburn, VA 20147  
Attention: Joe Kochan

GRANTOR:

DIGITALBRIDGE COMMUNICATIONS CORP.

By: William J. Wallace

Title: Chairman

ACKNOWLEDGMENT

STATE OF Virginia  
COUNTY OF Fairfax

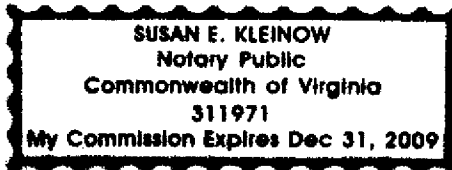
I, SUSAN E. KLEINOW, a Notary Public for said County and State, do hereby certify that WILLIAM F. WALLACE personally appeared before me this day and stated that he is CHAIRMAN of DIGITALBRIDGE COMMUNICATIONS CORP. and acknowledged, on behalf of DIGITALBRIDGE COMMUNICATIONS CORP. the due execution of the foregoing instrument.

Witness my hand and official seal, this 13 day of October, 2008.

Susan E. Kleinow  
Notary Public

My commission expires:

Dec. 31, 2009



Address of Secured Party:

15120 Enterprise Court, Suite 200  
Chantilly, VA 20151  
Attn: Charles A. Wiebe

SECURED PARTY:

**BIA DIGITAL PARTNERS SBIC II LP**

By: BIA Digital Partners II LLC,  
its General Partner

By: 

Name: Charles A. Wiebe

Title: Member

[Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 003890 FRAME: 0165**

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.



**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
BRIDGEMAXX	77/187153	5/22/07	3,375,430	1/29/08
DIGITALBRIDGE COMMUNICATIONS (and Design)	78/696605	8/19/05	3,313,837	10/16/07