

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
Unicorn Media, Inc.		12/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	William H. Rinehart		
Street Address:	2402 E. Esplanade Lane		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77381603	JUMP IN OUR STREAM	
Serial Number:	77377560	TELL YOUR STORY	
Serial Number:	77363595	UNICORNMEDIA	
CORRESPONDENCE DATA			
Fax Number:	(602)445-8658		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602.445.8389		
Email:	webbe@gtlaw.com		
Correspondent Name:	Raye Lynn Daugherty		
Address Line 1:	2450 Colorado Avenue, Ste. 400E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	107395.020000		
NAME OF SUBMITTER:	Raye Lynn Daugherty		
Signature:	/Raye L. Daugherty/		

CH \$90.00 77381603

Date:

01/07/2009

Total Attachments: 9

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PROMISSORY NOTE AND SECURITY AGREEMENT

December 18, 2008

Phoenix, Arizona

FOR VALUE RECEIVED, UNICORN MEDIA, INC., a Delaware corporation ("Borrower"), hereby promises to pay to the order of WILLIAM H. RINEHART ("Lender"), at the office of Lender located at 2402 E. Esplanade Lane, Phoenix, Arizona 85016, the principal amount of up to [REDACTED] or such lesser principal amount as from time to time shall be outstanding hereunder, as reflected in the books and records of Borrower, together with interest on the principal balance from time to time outstanding hereunder, from (and including) the date of this Note and Security Agreement (the "Note") until (but not including) the date of payment, at a per annum rate equal to the Stated Interest Rate specified below or, to the extent applicable, the Default Interest Rate specified below, in accordance with the following terms and conditions:

1. Contracted For Rate of Interest. The contracted for rate of interest of the indebtedness evidenced hereby, without limitation, shall consist of the following:

(a) The Stated Interest Rate (as hereinafter defined), as from time to time in effect, calculated daily on the basis of actual days elapsed over a 365-day year, applied to the principal balance from time to time outstanding hereunder; and

(b) The Default Interest Rate (as hereinafter defined), as from time to time in effect, calculated daily on the basis of actual days elapsed over a 365-day year, applied to the principal balance from time to time outstanding hereunder.

Borrower agrees to pay an effective contracted for rate of interest which is the sum of the Stated Interest Rate referred to in Subsection 1(a) above, plus any additional rate of interest resulting from the application of the Default Interest Rate referred to in Subsection 1(b) above.

2. Stated Interest Rate. The principal balance outstanding hereunder from time to time shall bear interest at the Stated Interest Rate. The Stated Interest Rate shall be equal to [REDACTED] % per annum.

3. Default Interest Rate. The Default Interest Rate shall be [REDACTED] % per annum. The principal balance outstanding hereunder from time to time shall bear interest at the Default Interest Rate from the date of the occurrence of an Event of Default (as hereinafter defined) hereunder until the earlier of: (a) the date on which the principal balance outstanding hereunder, together with all accrued interest payable hereunder, is paid in full; or (b) the date on which such Event of Default is timely cured.

4. Warrants. Contemporaneously herewith, Borrower shall deliver to Lender an executed warrant (the "Warrant"), pursuant to which Lender shall be granted the right to purchase [REDACTED] shares of Borrower's common stock, par value [REDACTED] per share (the "Common Stock"), at an exercise price per share of [REDACTED], for a [REDACTED] year term. The Warrant shall be in the form attached as Exhibit A.

5. Payments. This Note shall be payable as follows:

(a) Interest. Accrued and unpaid interest at the Stated Interest Rate or, to the extent applicable, the Default Interest Rate, shall be payable on the first business day of each month, commencing on [REDACTED]; and

(b) Principal. The principal balance outstanding hereunder, together with all accrued interest payable hereunder, if not sooner paid as provided herein, shall be due and payable on [REDACTED].

6. Application of Payments. Payments received by Lender with respect to the indebtedness evidenced hereby shall first be applied to accrued and unpaid interest at the Stated Interest Rate and, to the extent applicable, the Default Interest Rate, and the remainder to the principal balance then outstanding hereunder. Payments hereunder shall be made at the address for Lender first set forth above, or at such other address as Lender may specify to Borrower in writing.

7. Prepayments. Payments of principal hereof may be made at any time, or from time to time, in whole or in part, without penalty, provided that all previously matured interest accrued to the date of prepayment are also paid in full. Notwithstanding any prepayment of principal hereof: (a) there will be no change in the due date or amount of scheduled payments due hereunder unless Lender, in its sole and absolute discretion, agrees in writing to such change; and (b) Borrower's obligations hereunder shall continue in effect, and this Note shall remain outstanding, unless and until (i) the principal balance outstanding hereunder, together with all accrued interest payable hereunder, is paid in full, and (ii) thereafter, upon Borrower's request, Lender delivers to Borrower the original executed copy of this Note, marked "cancelled."

8. Events of Default; Acceleration. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder, and upon such Event of Default, the entire principal balance outstanding hereunder, together with all accrued interest payable hereunder, at the election of Lender, shall become immediately due and payable, without any notice to Borrower:

(a) Nonpayment of principal or interest under this Note when the same shall become due and payable hereunder if such failure is not cured by Borrower within ten days after Lender has given Borrower written notice of such default;

(b) The failure of Borrower to comply with any material provision of this Note (other than payment) or any other document, instrument, or agreement executed in connection with the indebtedness evidenced hereby including, without limitation, any deed of trust, security agreement, or any other document executed in connection with this Note (collectively, the "Loan Documents"), if the same has continued for 30 days after written notice specifying such failure has been delivered to Borrower by Lender;

(c) Borrower shall have materially defaulted upon or receive a notice of a material default under any bond, debenture, note, or other evidence of indebtedness, or under any guarantee or mortgage, whether such indebtedness now exists or shall hereafter be created;

(d) The dissolution, winding-up, or termination of the existence of Borrower or any other person or entity who is or may become liable hereunder;

(e) The making by Borrower or any other person or entity who is or may become liable hereunder of an assignment for the benefit of its creditors; or

(f) The appointment of (or application for appointment of) a receiver of Borrower or any other person or entity who is or may become liable hereunder, or the involuntary filing against, or voluntary filing by, Borrower, or any other person or entity who is or may become liable hereunder, of a petition or application for relief under federal bankruptcy law or any similar state or federal law, or the issuance of any writ of garnishment, execution, or attachment for service with respect to Borrower or any person or entity who is or may become liable hereunder, or any property of Borrower or property of any person or entity who is or may become liable hereunder.

9. Security Agreement; Collateral.

(a) To secure the payment and performance of Borrower's obligations pursuant to this Note and the other Loan Documents (collectively, the "Secured Obligations"), Borrower hereby assigns, transfers, and conveys to Lender, and grants to Lender a first-priority security interest (the "Security Interest") in, all of the following property (as defined, whenever applicable, under the Arizona Uniform Commercial Code (the "UCC")) now owned or at any time hereafter acquired by Borrower, or in which Borrower now has or at any time in the future may acquire any right, title, or interest (collectively, the "Collateral");

- i. All accounts, accounts receivable, receivables, contract rights, rights to payment, chattel paper (including tangible chattel paper and electronic chattel paper), leases, instruments (including notes, promissory notes, and certificates of deposit), documents of title and general intangibles (including payment intangibles, computer programs and software, tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, and rights to sue and recover for past infringement of patents, trademarks, and copyrights);
- ii. All inventory (including raw materials, work-in-process, or materials used or consumed in the business of Borrower), whether in the possession of Borrower, warehouseman, bailee, or any other person or entity;
- iii. All machinery, furniture, fixtures, and other goods and equipment;
- iv. All documents (including negotiable and nonnegotiable documents of title);
- v. All letter-of-credit rights;

- vi. All monies, certificates of deposit, deposit accounts, investment properties (including all securities), whether or not held in a general or special account of deposit (including any account or deposit held jointly by Borrower with any other person or entity, or for safekeeping or otherwise, except to the extent specifically prohibited by law);
- vii. All rights under contracts of insurance (including insurance refund claims) covering any of the above-described property;
- viii. All attachments, accessions, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any of the above-described property;
- ix. All products and proceeds of any of the above-described property;
- x. All supporting obligations of every nature of any of the above-described property; and
- xi. All books and records pertaining to any of the above-described property, including any computer readable memory and any computer hardware or software necessary to process such memory.

(b) Lender's Rights and Remedies. With respect to its security interest in the Collateral, Lender shall have all rights and remedies of a secured party under the UCC, in addition to all other rights and remedies available at law and in equity.

(c) Waivers. Borrower waives and agrees not to assert (i) any right to require Lender to proceed against any guarantor, to proceed against or exhaust any other security for the Secured Obligations, to pursue any other remedy available to Lender, or to pursue any remedy in any particular order or manner; (ii) the benefits of any legal or equitable doctrine or principle of marshalling; (iii) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment, relating to the Secured Obligations; and (iv) any benefit of, and any right to participate in, any other security now or hereafter held by Lender.

(d) Perfection of Security Interest. Except for "Permitted Liens", the Security Interest, at all times, shall be perfected and shall be prior to any other interests in the Collateral. "Permitted Liens" mean (a) liens for taxes not yet due or that are being contested in good faith by appropriate proceedings; (b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, or other like liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings; (c) pledges or deposits in connection with worker's compensation, unemployment insurance, and other social security legislation; (d) easements, rights-of-way, restrictions, and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of Borrower; (e) liens created pursuant to the Loan Documents; and (f) liens to which Lender has

consented in writing. Borrower hereby authorizes Lender to act and perform as necessary and to prepare, file, and execute all security agreements, financing statements, amendments, continuation statements, control agreements, and other documents deemed necessary or advisable by Lender to establish, maintain, and continue the perfected Security Interest. Borrower, on written demand, shall promptly pay all commercially reasonable costs and expenses of filing and recording, including, without limitation, the costs of any searches, deemed necessary by Lender from time to time to establish and determine the validity and the continuing priority of the Security Interest.

(e) Rights and Powers. All rights, powers, and remedies granted Lender herein, or otherwise available to Lender, are for the sole benefit and protection of Lender, and Lender may exercise any such right, power, or remedy at its option and in its sole and absolute discretion without any obligation to do so. In addition, if under the terms hereof, Lender is given two or more alternative courses of action, Lender may elect any alternative or combination of alternatives at its option and in its sole and absolute discretion.

10. Borrower's Representations and Warranties. In order to induce Lender to enter into this Note, Borrower makes the following representations and warranties to Lender as of the date hereo:

(a) Use. The Collateral is or will be used or produced primarily for business purposes of Borrower.

(b) Priority. Except for Permitted Liens, the Security Interest in the Collateral granted to Lender constitutes a security interest of first priority.

(c) Title. Except for the Security Interest and Permitted Liens, Borrower is the owner or lessee of and has good title to, the Collateral free of all security interests or other encumbrances and no financing statement covering the Collateral is filed or recorded in any public office.

(d) Organization: Qualification. Borrower is a corporation that is duly organized, validly existing, and in good standing under the laws of the state of Delaware, and has the full power and authority to execute this Agreement and the Loan Documents to which it is a party. Borrower is duly licensed or qualified and in good standing to do business in all jurisdictions where failure to qualify would have a material adverse effect upon Borrower.

(e) Authorization: Enforceability. The making, execution, delivery, and performance of this Note and the Loan Documents to be executed by Borrower have each been duly authorized by all necessary corporate action. This Note is and the other Loan Documents to which Borrower is a party, when executed, delivered, and issued by Borrower, will be, the legal, valid, and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms.

(f) Absence of Litigation. Borrower is not a party to, nor to Borrower's knowledge is there any threat of, any litigation or administrative proceeding involving Borrower other than litigation or administrative proceedings arising out of Borrower's ordinary course of business and for which Borrower has insurance coverage.

(8) Ownership of Property. Borrower owns or leases and has good and marketable title or leasehold rights in its legal name to its property and has or will acquire good and marketable title or leasehold rights to all its property, including any property to be acquired, and there are no liens on any of the property, except Permitted Liens.

11. Waivers. Except as set forth in this Note or any other Loan Documents, to the extent permitted by applicable law, Borrower, and each person who is or may become liable hereunder, severally waive and agree not to assert: (a) any homestead or exemption rights; (b) demand, diligence, grace, presentment for payment, protest, notice of nonpayment, nonperformance, extension, dishonor, maturity, protest, and default; and (c) recourse to guaranty or suretyship defenses (including, without limitation, the right to require the Lender to bring an action on this Note). Lender may extend the time for payment of or renew this Note, release collateral as security for the indebtedness evidenced hereby, or release any party from liability hereunder, and any such extension, renewal, release, or other indulgence shall not alter or diminish the liability of Borrower or any other person or entity who is or may become liable on this Note except to the extent expressly set forth in a writing evidencing or constituting such extension, renewal, release, or other indulgence.

12. Costs of Collection. Borrower agrees to pay all costs of collection, including, without limitation, attorneys' fees, whether or not suit is filed, and all costs of suit and preparation for suit (whether at trial or appellate level), in the event any payment of principal, or interest is not paid when due, or in case it becomes necessary to protect the collateral which is security for the indebtedness evidenced hereby, or to exercise any other right or remedy hereunder or in the Loan Documents, or in the event Lender is made party to any litigation because of the existence of the indebtedness evidenced hereby, or if at any time Lender should incur any attorneys' fees in any proceeding under any federal bankruptcy law (or any similar state or federal law) in connection with the indebtedness evidenced hereby. In the event of any court proceeding, attorneys' fees shall be set by the court and not by the jury and shall be included in any judgment obtained by Lender.

13. No Waiver by Lender. No delay or failure of Lender in exercising any right hereunder shall affect such right, nor shall any single or partial exercise of any right preclude further exercise thereof.

14. Governing Law. This Note shall be construed in accordance with and governed by the laws of the state of Arizona, without regard to the choice of law rules of the state of Arizona.

15. Jurisdiction and Venue. Borrower and Lender each hereby expressly agree that in the event any actions or other legal proceedings are initiated by or against Borrower or Lender involving any alleged breach or failure by any party to pay, perform, or observe any sums, obligations, or covenants to be paid, performed, or observed by it under this Note or the Loan Documents, or involving any other claims or allegations arising out of the transactions evidenced or contemplated by this Note or the Loan Documents, regardless of whether such actions or proceedings shall be for damages, specific performance, or declaratory relief or otherwise, such actions, such actions or proceedings shall be brought in Maricopa County, Arizona; and Borrower and Lender hereby submit to the jurisdiction of the state of Arizona for such purposes

and agree that the venue of such actions or proceedings shall properly lie in Maricopa County, Arizona; and Borrower and Lender hereby waives any and all defenses in such jurisdiction and venue.

16. Time of Essence. Time is of the essence of this Note and each and every provision hereof.

17. Conflicts; Inconsistency. In the event of any conflict or inconsistency between the provisions of this Note and the provisions of any one or more of the Loan Documents, the provisions of this Note shall govern and control to the extent necessary to resolve such conflict or inconsistency.

18. Amendments. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

19. Assignment. Neither party may assign its rights, interests, or obligations hereunder, or any portion thereof, without the prior written consent of the other party.

20. Severability. If any provision hereof is invalid or unenforceable, the other provisions hereof shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effectuate the other provisions hereof.

21. Binding Nature. The provisions of this Note shall be binding upon Borrower and the heirs, personal representatives, successors, and assigns of Borrower, and shall inure to the benefit of Lender and any subsequent holder of all or any portion of this Note, and their respective successors and assigns. Lender may from time to time transfer all or any part of its interest in this Note and the Loan Documents without notice to Borrower.

22. Notice. Any notice or other communication with respect to this Note shall: (a) be in writing; (b) be effective on the day of hand-delivery thereof to the party to whom directed, one day following the day of deposit thereof with delivery charges prepaid, with a national overnight delivery service, or two days following the day of deposit thereof with postage prepaid, with the United States Postal Service, by regular first class, certified, or registered mail; (c) if directed to Lender, be addressed to Lender at the office of Lender set forth above, or to such other address as Lender shall have specified to Borrower by like notice; and (d) if directed to Borrower, be addressed to Borrower at the address for Borrower set forth below Borrower's name, or to such other address as Borrower shall have specified by like notice.

23. Section Headings. The section headings set forth in this Note are for convenience only and shall not have substantive meaning hereunder or be deemed part of this Note.

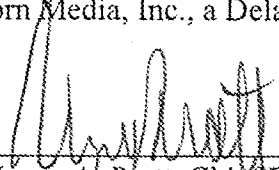
24. Construction. This Note shall be construed as a whole, in accordance with its fair meaning, and without regard to or taking into account any presumption or other rule of law requiring construction against the party preparing this Note.

[Signature page follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Promissory Note and Security Agreement as of the date first set forth above.

"Borrower"

Unicorn Media, Inc., a Delaware corporation

By: 
Wayne A. Pratt, Chief Financial Officer

Address of Borrower:

24 W. 5th Street
Suite 203
Tempe, AZ 85251

"Lender"

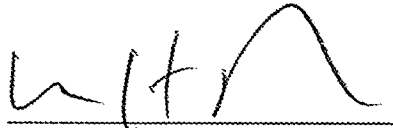

William H. Rinehart

EXHIBIT A
WARRANT

PHX 328,532,397v3

RECORDED: 01/07/2009

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