

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Transfer Statement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provident Intellectual Property, LLC		04/13/2009	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	PAN Asset Acquisition, LLC		
Street Address:	99 Lancaster Street		
City:	Stanford		
State/Country:	KENTUCKY		
Postal Code:	40484		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	77492781	ONTOUR	
Serial Number:	78711293	ONTOUR	
Serial Number:	78711312	NEVER MISS A CONCERT AGAIN!	
Serial Number:	78771352	ONTOUR	
Serial Number:	78877241	P	
Serial Number:	78475034	PASSALONG	
Serial Number:	78524574	P2PREVOLUTION	
Serial Number:	78655880	PASSING-AND-POINTS	
Serial Number:	78656053	PASSING & POINTS	
Serial Number:	78711384	DISCOVERMYMUSIC	
Serial Number:	78786626	PASSALONG	
Serial Number:	78886050	FREEDOMMP3	
Serial Number:	78860038	PASSALONG	

OP \$665.00 77492781

Serial Number:	78844175	CONCERT-OF-THE-FUTURE
Serial Number:	78831217	ONTOUR
Serial Number:	78831184	ONTOUR
Serial Number:	78475048	1PASS
Serial Number:	78961099	STOREBLOCKS
Serial Number:	78961093	SPEAKERHEART
Serial Number:	77032651	
Serial Number:	77001749	SKYLOCKER
Serial Number:	77053984	CONNECTED CONSUMER
Serial Number:	78475054	PASSALONG NETWORKS
Serial Number:	78656034	POINTS-AND-PASSING
Serial Number:	78656070	POINTS & PASSING
Serial Number:	78656101	QUICKCLICK

CORRESPONDENCE DATA

Fax Number: (214)999-3623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-999-4487
Email: jfulmer@gardere.com
Correspondent Name: Jason R. Fulmer
Address Line 1: 1601 Elm Street, Suite 3000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	128303/000009
NAME OF SUBMITTER:	Jason R. Fulmer
Signature:	/Jason R. Fulmer/
Date:	06/04/2009

Total Attachments: 5

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AFTER RECORDING RETURN TO:

FIRST SOUTHERN NATIONAL BANK
PO Box 328
Stanford KY 40484
Attention: Mr. Doug Ditto

**BILL OF SALE
AND TRANSFER STATEMENT**

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, TENNESSEE PACIFIC GROUP, LLC, a Texas limited liability company, d/b/a PassAlong Networks ("*Tennessee Pacific*"), with an address at 230 Franklin Road, Suite 11-JJ Franklin, TN 37064, executed and delivered that certain PROMISSORY NOTE dated as of MARCH 28, 2006 payable to the order of FIRST SOUTHERN NATIONAL BANK, a national bank ("*Lender*"), with an address at 99 Lancaster Street, Stanford, KY 40484 (and with a mailing address at Post Office Box 328, Stanford, KY 40484), in the original principal amount of \$8,000,000.00 (as amended, modified or restated from time to time, the "*Note*"); and

WHEREAS, the indebtedness evidenced by Note s(the "*Indebtedness*") and is secured by certain liens in favor of Lender in personal property owned by Tennessee Pacific and PROVIDENT INTELLECTUAL PROPERTY, LLC, a Texas limited liability company ("*Provident*," and together with Tennessee Pacific, jointly and severally, "*Debtor*") (such personal property being, the "*Collateral*") as described in the LOAN AGREEMENT (as defined below); and

WHEREAS, the Indebtedness is further secured by certain intellectual property of Debtor described in that certain (a) INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of MARCH 28, 2006 and executed by Tennessee Pacific (b) INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of SEPTEMBER 25, 2006 and executed by Provident, each of which grants certain liens in favor of Lender in such intellectual property owned by Debtor (which intellectual property is part of the Collateral) and each of the foregoing together with the Note, the Loan Agreement and all other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Indebtedness, the "*Loan Documents*") (capitalized terms, to the extent not otherwise defined herein, shall have the same meanings as in the Loan Agreement); and

WHEREAS, Lender is the present holder of the Indebtedness and such Indebtedness is secured by the Collateral; and

WHEREAS, by reason of certain actions or inactions of Debtor, one or more events of default have occurred and are continuing under the terms of the Loan Documents (collectively, the "*Events of Default*"); and

WHEREAS, by reason of such Events of Default, (a) Lender properly declared the Indebtedness to be due and owing, and (b) pursuant to Section 9.611, Section 9.612, and Section 9.613 of the Tex. Bus. & Comm. Code and all other applicable provisions of law, Lender provided Debtor and all other persons to whom notice was required with proper notice of its intent to exercise its post-default remedies with respect to the Collateral; and

WHEREAS, Lender has exercised its post-default remedies with respect to the Collateral;

WHEREAS, by reason of Lender's exercise of its post-default remedies with respect to the Collateral, Transferee (as defined below) has and does hereby acquire the rights of Debtor in the Collateral;

NOW, THEREFORE, Lender, pursuant to the terms and conditions of the Loan Documents, Section 9.610 of the Tex. Bus. & Comm. Code, and all other applicable provisions of law, for and in consideration of the

BILL OF SALE AND TRANSFER STATEMENT (PAN ASSET ACQUISITION, LLC) – PAGE 1
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payment of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration does hereby **GRANT, BARGAIN, CONVEY, SELL and TRANSFER** to **PAN ASSET ACQUISITION, LLC**, a Delaware limited liability company ("Transferee"), with an address at 99 Lancaster Street, Stanford, KY 40484 and Transferee's successors and assigns, all of Debtor's right, title and interest in and to certain of the Collateral as more fully described on Exhibit A attached hereto (the "Property"), to have and hold, all and singular, the Property to Transferee, and Transferee's successors and assigns to Transferee's use forever.

TO HAVE AND TO HOLD the Property together with, all and singular, the rights and appurtenances thereto and in anywise belonging unto Debtor and its successors and assigns forever, and for and on behalf of Debtor, and its successors and assigns, Lender does hereby bind Debtor and its successors and assigns to warrant and forever defend, all and singular, the Property unto Transferee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

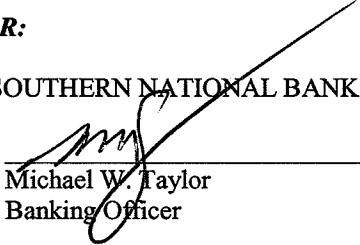
Lender warrants that pursuant to Section 9.610 of the Tex. Bus. & Comm. Code that Lender has valid and enforceable lien on the Property and hereby delivers this Bill of Sale and Transfer Statement to the Property without warranty relating to title, possession, quiet enjoyment or the like in this disposition. No warranty or representation exists as to the merchantability or fitness for use or a particular purpose. **LENDER IS SELLING THE DESCRIBED PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.**

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THIS BILL OF SALE AND TRANSFER STATEMENT shall be effective as to the transfer of Property listed herein as of **APRIL 13, 2009**.

LENDER:

FIRST SOUTHERN NATIONAL BANK

By: 
Name: Michael W. Taylor
Title: Banking Officer

THIS INSTRUMENT was acknowledged before me on **APRIL 13, 2009**, by **MICHAEL W. TAYLOR**, a **BANKING OFFICER** of **FIRST SOUTHERN NATIONAL BANK**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL]



Notary Public
My Commission Expires: 9/8/2012

EXHIBIT A
Property

"Property" means:

(i) All accounts, chattel paper (including electronic chattel paper), commercial tort claims, commodity accounts, commodity contracts, deposit accounts, documents, financial assets, general intangibles, health care insurance receivables, instruments, investment property, letters of credit, letter of credit rights, payment intangibles, securities, security accounts, and security entitlements of Debtor relating to the Transferred Assets (as defined below).

(ii) All inventory and goods (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of services, in whole or in part, wherever located of Debtor relating to the Transferred Assets.

(iii) All equipment and fixtures of whatsoever kind and character, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing relating to the Transferred Assets, all records relating in any way to the foregoing of Debtor.

(iv) All Intellectual Property or rights therein of Debtor relating to the Transferred Assets.

(v) Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the foregoing; any and all causes in action and causes of action of Debtor, relating directly or indirectly to the foregoing (whether arising in contract, tort or otherwise and whether or not currently in litigation) relating to the Transferred Assets; all certificates of title, manufacturer's statements of origin; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the foregoing; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the foregoing and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the foregoing from third parties; and all returned, refused, stopped in transit, or repossessed items of personal property.

The term "**Property**," as used herein, shall also include all **SUPPORTING OBLIGATIONS, PRODUCTS and PROCEEDS** of all of the foregoing.

THE TERM "TRANSFERRED ASSETS" MEANS ANY AND ALL PERSONAL PROPERTY, EQUIPMENT, INTELLECTUAL PROPERTY AND RIGHTS THERETO OF DEBTOR RELATING TO (i) STOREBLOCKS™, (ii) SPEAKERHEART™, (iii) MUSIC INGESTION SYSTEM™, AND (iv) MUSIC CATALOG™. REFERENCE IS MADE TO THAT CERTAIN BILL OF SALE AND TRANSFER STATEMENT DATED AS OF EVEN DATE HERewith BETWEEN FIRST SOUTHERN NATIONAL BANK AND INTERSECT MEDIA GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN CONNECTION WITH THE SALE AND DISPOSITION OF THE OTHER COLLATERAL.

Capitalized terms not otherwise defined herein shall have the same meanings as in that certain **LOAN AND SECURITY AGREEMENT** dated as of **MARCH 28, 2006**, as amended by (a) that certain **FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT** dated as of **SEPTEMBER 25, 2006**, (b) that certain **SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT AND AMENDMENT OF EQUITY OPTION AGREEMENT** dated as of **OCTOBER 25, 2006** (c) that certain **THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT AND AMENDMENT OF EQUITY OPTION AGREEMENT** dated as of **MARCH 28, 2008**, and (d) that certain **FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT AND AMENDMENT OF EQUITY OPTION AGREEMENT** dated as of **JULY 28, 2008** (as amended, modified or restated from time to time, the "**Loan Agreement**") between **FIRST SOUTHERN NATIONAL BANK**, a national bank, Tennessee Pacific and Provident.

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RECORDED: 06/04/2009

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