

**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
PAN Asset Acquisition, LLC		04/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
Intersect Media Group, LLC		04/21/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	First Southern National Bank
Street Address:	P.O. Box 328
City:	Stanford
State/Country:	KENTUCKY
Postal Code:	40484
Entity Type:	national bank: KENTUCKY

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78475034	PASSALONG
Serial Number:	78475054	PASSALONG NETWORKS
Serial Number:	78475048	1PASS
Serial Number:	78524574	P2PREVOLUTION
Serial Number:	78655880	PASSING-AND-POINTS
Serial Number:	78656034	POINTS-AND-PASSING
Serial Number:	78656053	PASSING & POINTS
Serial Number:	78656070	POINTS & PASSING
Serial Number:	78656101	QUICKCLICK
Serial Number:	78711293	ONTOUR
Serial Number:	78711312	NEVER MISS A CONCERT AGAIN!
Serial Number:	78711384	DISCOVERMYMUSIC

OP \$365.00 78475034

Serial Number:	78771352	ONTOUR
Serial Number:	78786626	PASSALONG

**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: Gardere Wynne Sewell LLP/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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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of APRIL 21, 2009, is made by and between FIRST SOUTHERN NATIONAL BANK, a national bank (together with its successors and assigns, "Lender") and INTERSECT MEDIA GROUP, LLC, a Delaware limited liability company ("Intersect") and PAN ASSET ACQUISITION, LLC, a Delaware limited liability company ("Pan Asset," and together with Intersect, jointly and severally, "Debtor").

### RECITALS

WHEREAS, Debtor, has entered into a LOAN AND SECURITY AGREEMENT dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of Loan Agreement, Debtor has granted to Lender, a security interest in, among other property, all Intellectual Property of Debtor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Debtor hereby grants to Lender, a security interest in all of Debtor right, title and interest in and to the following (the "Intellectual Property Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. **Security for Indebtedness.** The grant of a security interest in, the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of Debtor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Debtor authorizes and requests that the Register of Copyrights, the Commissioner

for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, Debtor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DEBTOR:**

**ADDRESS:**

INTERSECT MEDIA GROUP, LLC

Post Office Box 328  
Stanford, KY 40484

By: [Signature]  
Name: Ray Gary  
Title: President

PAN ASSET ACQUISITION, LLC

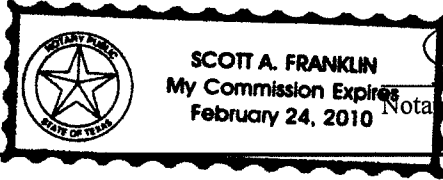
Post Office Box 328  
Stanford, KY 40484

By: [Signature]  
Name: Ray Gary  
Title: President

STATE OF Texas §  
COUNTY OF Dallas §

THIS INSTRUMENT was acknowledged before me on April 24, 2009, by Ray Gary, the President of INTERSECT MEDIA GROUP, LLC, a Texas limited liability company, on behalf of said limited liability company.

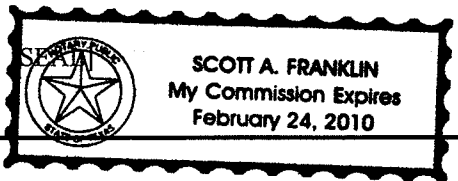
[SEAL]



[Signature]  
Notary Public

STATE OF Texas §  
COUNTY OF Dallas §

THIS INSTRUMENT was acknowledged before me on April 24, 2009, by Ray Gary, the President of PAN ASSET ACQUISITION, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public

EXHIBIT A

U.S. Patents Pending

Date Filed	Application Serial Number	Title	Inventor(s)	Current Assignee
02/03/2003	60/444,581	Distribution and Rights Management of Digital Media	Robin Pou, Brad Edmonson, Dave Jaworski, and Jozef Nuyens	Tennessee Pacific Group, LLC, 04/30/2004, R/F 014585/0845
12/02/2003	10/726,284	Distribution and Rights Management of Digital Content	Robin Pou, Brad Edmonson, Dave Jaworski, and Jozef Nuyens	Tennessee Pacific Group, LLC, 04/30/2004, R/F 014585/0845
06/17/2004	10/870,708	Controlling Read and Write Operations for Digital Media	Dave Jaworski, Brad Edmonson, and Robin Pou	Tennessee Pacific Group, LLC, 02/04/2005, R/F 015662/0630
09/01/2005	11/219,075	Centralized Management of Digital Rights Licensing	Brad Edmonson, Dave Jaworski, and Robin Pou	Tennessee Pacific Group, LLC, 11/17/2005, R/F 017033/0501
09/03/2004	60/607,045	User-Defined Electronic Stores for Marketing Digital Rights Licenses	Brad Edmonson, Dave Jaworski, and Robin Pou	Tennessee Pacific Group, LLC, 07/05/2005, R/F 016473/0984
09/01/2005	11/218,852	User-Defined Electronic Stores for Marketing Digital Rights Licenses	Brad Edmonson, Dave Jaworski, and Robin Pou	Tennessee Pacific Group, LLC, 11/17/2005, R/F 017033/0470
12/02/2005	11/292,913	Providing Purchasing Opportunities For Performances	Chris Michael Kohout, Kirby Watson, and Russ Whitman	Tennessee Pacific Group, LLC, not yet recorded

**EXHIBIT B**  
**U.S. Trademarks**

Applicant	Trademark Description	Application Serial Number	Date Filed
Tennessee Pacific Group, LLC	PassAlong (Design Mark)	78475034	08/27/2004
Tennessee Pacific Group, LLC	PassAlong Networks (Design Mark)	78475054	08/27/2004
Tennessee Pacific Group, LLC	1Pass (Design Mark)	78475048	08/27/2004
Tennessee Pacific Group, LLC	p2pREVOLUTION (Word Mark)	78524574	11/30/2004
Tennessee Pacific Group, LLC	Passing-and-Points (Word Mark)	78655880	06/22/2005
Tennessee Pacific Group, LLC	Points-and-Passing (Word Mark)	78656034	06/22/2005
Tennessee Pacific Group, LLC	Passing & Points (Word Mark)	78656053	06/22/2005
Tennessee Pacific Group, LLC	Points & Passing (Word Mark)	78656070	06/22/2005
Tennessee Pacific Group, LLC	QuickClick (Word Mark)	78656101	06/22/2005
Tennessee Pacific Group, LLC	OnTour (Design Mark)	78711293	09/12/2005
Tennessee Pacific Group, LLC	Never Miss A Concert Again! (Word Mark)	78711312	09/12/2005
Tennessee Pacific Group, LLC	DiscoverMyMusic (Word Mark)	78711384	09/12/2005
Tennessee Pacific Group, LLC	OnTour (Word Mark)	78771352	12/12/2005
Tennessee Pacific Group, LLC	PassAlong (Word Mark)	78786626	01/06/2006