

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Avail Media Holdings, Inc.		06/09/2009	CORPORATION: DELAWARE
Avail Media, Inc.		06/09/2009	CORPORATION: DELAWARE
Avail on Demand, Inc.		06/09/2009	CORPORATION: DELAWARE
Auroras Entertainment, Inc.		06/09/2009	CORPORATION: MONTANA
Broadstream Communications, Inc.		06/09/2009	CORPORATION: WASHINGTON
IBBOC, L.L.C.		06/09/2009	LIMITED LIABILITY COMPANY: MONTANA
TVN Entertainment Corporation		06/09/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	National Rural Telecommunications Cooperative
<b>Street Address:</b>	2121 Cooperative Way
<b>City:</b>	Herndon
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20171
<b>Entity Type:</b>	Cooperative Corporation: DISTRICT OF COLUMBIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	77141862	AVAIL MEDIA
Registration Number:	3377255	TVN
Registration Number:	2981505	KIDS UNLIMITED
Registration Number:	2813748	URBANXTRA
Registration Number:	3583972	TELECENTRAL
Serial Number:	77343632	TVUNLEASHED
Serial Number:	77544265	ADONISS
Serial Number:	77691092	TVN ENTERTAINMENT

OP \$240.00 77141862

Serial Number:

77706783

PASSION ZONE

**CORRESPONDENCE DATA**

Fax Number: (617)367-2315

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: gsmith@pbl.com

Correspondent Name: Gary Smith

Address Line 1: 800 Boylston Street

Address Line 2: Posternak Blankstein & Lund LLP

Address Line 4: Boston, MASSACHUSETTS 02199-8004

NAME OF SUBMITTER:

Gary Smith

Signature:

/Gary Smith/

Date:

06/10/2009

**Total Attachments: 7**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE LENDER PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE LENDER HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF JUNE 9, 2009 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG MORGAN STANLEY SENIOR FUNDING, INC., AS THE SENIOR AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY) AND NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE, AS THE SUBORDINATED LENDER (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), AND CERTAIN OTHER PERSONS THAT ARE OR MAY BECOME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR INSTRUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

### TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement"), is made by and between Avail Media Holdings, Inc., a Delaware corporation ("Holdings"), Avail Media, Inc., a Delaware corporation ("Avail"), Avail on Demand, Inc., a Delaware corporation ("Avail on Demand"), Auroras Entertainment, Inc., a Montana corporation ("Auroras"), Broadstream Communications, Inc., a Washington corporation ("Broadstream"), IBBOC, L.L.C., a Montana limited liability company ("IBBOC"), TVN Entertainment Corporation, a Delaware corporation ("TVN" and, collectively with Holdings, Avail, Avail on Demand, Auroras, Broadstream, and IBBOC, the "Patent Owner"), and National Rural Telecommunications Cooperative, a District of Columbia cooperative corporation, (the "Lender").

WHEREAS, the Trademark Owner is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the "Trademarks");

WHEREAS, Holdings, Avail and NRTC have entered into that certain Note and Warrant Purchase Agreement, dated as of June 9, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement or the Security Agreement, as applicable);

WHEREAS, the Trademark Owner and the Lender have entered into that certain Security Agreement, dated as of June 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Secured Obligations, the Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Lender a continuing security interest in all of the Trademark Owner's right, title and interest in certain collateral, including the Trademarks; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trademark Owner hereby agrees with the Lender as follows:

Section 1. Grant of Security Interest. The Trademark Owner, to secure the due and prompt payment and performance of its Secured Obligations, hereby pledges, assigns and grants to the Lender a continuing valid Lien upon and security interest in the Trademark Owner's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) All of its Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1;
- (b) All the goodwill of the business symbolized by such Trademarks; and
- (c) All of such Trademark Owner's right to sue and recover for infringement of the Trademarks.

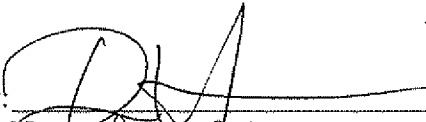
Section 2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Trademark Owner hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by an authorized officer of the undersigned.

**TRADEMARK OWNER:**

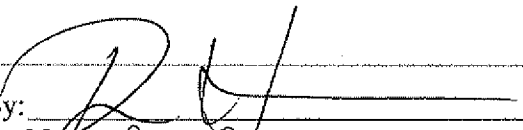
**AVAIL MEDIA HOLDINGS, INC.**

By:   
Name: Ramu Potarazu  
Title: President and CEO

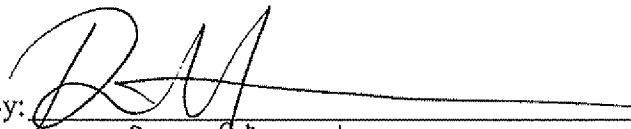
**AVAIL MEDIA, INC.**

By:   
Name: Ramu Potarazu  
Title: President and CEO

**AVAIL ON DEMAND, INC.**


By:   
Name: Ramu Potarazu  
Title: President and CEO

**BROADSTREAM COMMUNICATIONS, INC.**


By:   
Name: Ramu Potarazu  
Title: President and CEO

*[Signature page to NRTC Trademark Collateral Security Agreement]*

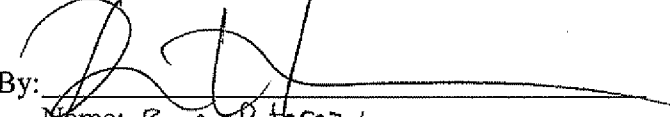
**AURORAS ENTERTAINMENT, INC.**

By:   
Name: Ramu Potarazu  
Title: President and CEO

**IBBOC, L.L.C.**

By:   
Name: Ramu Potarazu  
Title: President and CEO of Auroras Entertainment, Inc  
sole manager

**TVN ENTERTAINMENT CORPORATION**


By:   
Name: Ramu Potarazu  
Title: President and CEO

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*[Signature page to NRTC Trademark Collateral Security Agreement]*

**LENDER:**

**NATIONAL RURAL  
TELECOMMUNICATIONS COOPERATIVE**

By: 

Name: B R Phillips III  
Title: President & CEO

*[Signature page to NRTC Trademark Collateral Security Agreement]*

**SCHEDULE 1**

**TO**

**TRADEMARK COLLATERAL SECURITY AGREEMENT**

Trademarks and Trademark Applications

	<b>APPLICATION/ REGISTRATION NO.</b>	<b>GOODS/SERVICES</b>	<b>CURRENT STATUS</b>
Avail	Application No. 77141862	Class 9: computer software for use in the optimization and integration of television, satellite, broadband and wireless content delivery to network carriers  Class 35: Business consulting services in the field of television, satellite, broadband and wireless content delivery to network carriers  Class 38: Broadcasting services and provision of telecommunication access to television, broadband, and satellite	Filed 3/27/07 (intent-to-use)  Notice of Allowance issued 6/24/08  First Request for Extension of Time filed 12/23/08 and granted  Statement of Use or Second Request for Extension of Time due 6/24/09



<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
TVN Entertainment Corporation	TVN		Registered	3377255
	Kids Unlimited		Registered	2981505
	Urbanxtra		Registered	2813748
	Telecentral		Registered	3583972
	TVUNLEASHED		Pending	<u>Serial Nos.:</u> 77343632
	ADONISS		Pending	77544265
	TVN Entertainment		Pending	77691092
	Passion Zone		Pending	77706783