

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement Supplement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iBiquity Digital Corporation		07/20/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Credit Products, LLC as Collateral Agent		
<b>Street Address:</b>	4 World Financial Center		
<b>Internal Address:</b>	North Tower-22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10080		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3481084	HD DIGITAL RADIO ALLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	071788		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/Jean Paterson/		

CH \$40.00 3481084

Date:

07/21/2009

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of July 20, 2009 by and between **MERRILL LYNCH CREDIT PRODUCTS, LLC**, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement) (the “**Collateral Agent**”), and **IBIQUITY DIGITAL CORPORATION**, a Delaware corporation (the “**Borrower**”).

### RECITALS

WHEREAS, Borrower, Lenders and the Collateral Agent entered into a certain Credit Agreement dated as of December 1, 2006, as amended and restated as of March 12, 2008 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). As a condition of the Credit Agreement, each Lender required that Borrower grant to the Collateral Agent, for the benefit of the Lenders a security interest in certain trademarks to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to the Collateral Agent for the benefit of the Lenders, a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

WHEREAS, the Borrower and the Collateral Agent have entered into a Trademark Security Agreement dated as of December 1, 2006, recorded at the United States Patent and Trademark office at Reel 3441 Frame 0806 (the “**Base Trademark Security Agreement**”) and wish to supplement the schedule thereto with additional pledged collateral.

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 the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Borrower grants and pledges to the Collateral Agent, as agent for the benefit of the Collateral Agent and each Lender, a security interest in all of Borrower’s right, title and interest in, to and under its Trademarks (as defined in the Credit Agreement), including without limitation those Trademarks (including any and all appurtenant goodwill) listed on Exhibit A 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; provided that no security interest is granted herein in any of Borrower’s intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office,

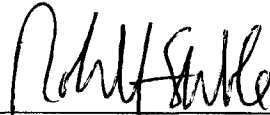
provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral.

The security interest granted hereby is in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Security Agreement or any of the Loan 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 the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies provided for in the Base Trademark Security Agreement, this Trademark Security Agreement Supplement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent and the Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all Trademarks which Borrower has registered or filed an application for with the United States Patent and Trademark Office that have not been previously set forth in Exhibit A to the Base Trademark Security Agreement or in any supplement thereto.

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

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By:   
Name: Robert J. Struble  
Title: President and Chief Executive Officer

**MERRILL LYNCH CREDIT PRODUCTS, LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


*[Trademark Security Agreement Supplement Signature Page]*

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

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**MERRILL LYNCH CREDIT PRODUCTS, LLC,**  
as Collateral Agent

By:   
Name: Michael Lee  
Title: Managing Director

*[Trademark Security Agreement Supplement Signature Page]*

**EXHIBIT A**  
**TRADEMARKS**

**U.S. REGISTERED TRADEMARKS**

<b>Registration No.</b>	<b>Mark</b>	<b>Issue Date</b>
3,481,084	HD Digital Radio Alliance & Design	08/05/08