

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Promissory Note and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unicorn Media, Inc.		08/11/2009	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		
Name:	John Wachter		
Street Address:	24 West 5th Street		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
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>			
Email:	webbe@gtlaw.com		
Correspondent Name:	Raye Lynn Daugherty		

CH \$90.00 77381603

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/
Date:	09/29/2009

Total Attachments: 12
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AMENDED AND RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT

U.S. [REDACTED]

August 11, 2009
Phoenix, Arizona

FOR VALUE RECEIVED, UNICORN MEDIA, INC., a Delaware corporation ("Borrower"), hereby promises to pay to the order of the lenders named on Exhibit A attached hereto ("Lenders"), at the office of such Lenders set forth on Exhibit A, an aggregate principal amount of [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 Amended and Restated Promissory 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.

This Note amends, restates, and supersedes in its entirety the Promissory Note and Security Agreement, dated as of December 18, 2008 (the "Original Note"), by and between Borrower and William H. Rinehart ("Rinehart").

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. Refinancing of Existing Indebtedness. This Note shall fully supersede and replace the Original Note executed by Borrower in favor of Rinehart on December 18, 2008 in

the principal amount of [REDACTED]. The principal balance outstanding on the date hereof under the Original Note shall hereafter constitute part of the outstanding principal balance outstanding under this Note.

5. Warrants. Contemporaneously herewith, Borrower shall deliver to each Lender an executed warrant (the "Warrants"), pursuant to which each such 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 Warrants shall be in the form attached as Exhibit B.

6. Validity of Previously Executed Warrants. Borrower and Rinehart agree that the Warrant for the Purchase of Shares of Common Stock (Warrant No. W-2) executed by Borrower in connection with the Original Note is not modified hereby and remains valid and enforceable in accordance with its terms.

7. 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].

(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].

8. Application of Payments. Payments received by Lenders 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 Lenders set forth on Exhibit A attached hereto, or at such other address as Lenders may specify to Borrower in writing.

9. 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. Such payments of principal shall be proportionally allocated among the Lenders based on the principal amount of each Lender outstanding from time to time. Notwithstanding any prepayment of principal hereof: (a) there will be no change in the due date or amount of scheduled payments due hereunder unless Lenders, in their sole and absolute discretion, agree 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, Lenders deliver to Borrower the original executed copy of this Note, marked "cancelled."

10. 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 Lenders, 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 Lenders have 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 Lenders;

(c) Borrower shall have materially defaulted upon or received 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.

11. 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 Lenders, and grants to Lenders 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) Lenders' Rights and Remedies. With respect to its security interest in the Collateral, Lenders 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 Lenders to proceed against any guarantor, to proceed against or exhaust any other security for the Secured Obligations, to pursue any other remedy available to Lenders, 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 Lenders.

(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 Lenders have consented in writing. Borrower hereby authorizes Lenders 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 Lenders 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 Lenders 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 Lenders herein, or otherwise available to Lenders, are for the sole benefit and protection of Lenders, and Lenders may exercise any such right, power, or remedy at their option and in their sole and absolute discretion without any obligation to do so. In addition, if under the terms hereof, Lenders are given two or more alternative courses of action, Lenders may elect any alternative or combination of alternatives at their option and in their sole and absolute discretion.

12. Appointment of Agent.

(a) Appointment. Each Lender hereby irrevocably appoints and authorizes Rinehart (hereinafter referred to as "Agent") to perform the duties of Agent as set forth in this Note including (i) to distribute to each Lender copies of all material notices and agreements received by Agent and not required to be delivered to each Lender pursuant to the terms of this Note; (ii) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, and other written agreements with respect to this Note; (iii) to perform, exercise, and enforce any and all other rights and remedies of Lenders with respect to the Secured Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by Agent of the rights and remedies specifically authorized to be exercised by Agent by the terms of this Note. Any action, duty, notice, right, remedy, instruction, or other obligation of Lenders pursuant to this Note shall be

performed by Agent. Agent shall not be required to take any action which, in the reasonable opinion of Agent, exposes Agent to liability or which is contrary to this Note or applicable law.

(b) Nature of Duties. Agent shall have no duties or responsibilities except those expressly set forth in this Note. The duties of Agent shall be mechanical and administrative in nature. Agent shall not have, by reason of this Note, a fiduciary relationship in respect of any Lender. Nothing in this Note, express or implied, is intended to or shall be construed to impose upon Agent any obligations in respect of this Note except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of Borrower in connection with the making and the continuance of this Note and shall make its own appraisal of the creditworthiness of Borrower and the value of the Collateral, and Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into Agent's possession before the date of this Note or at any time or times thereafter, provided that, upon the reasonable request of a Lender, Agent shall provide to such Lender any documents or reports delivered to Agent by Borrower pursuant to the terms of this Note. If Agent seeks the consent or approval of the Lenders to the taking or refraining from taking any action hereunder, Agent shall send notice thereof to each Lender. Agent shall promptly notify each Lender any time that the Lenders have instructed Agent to act or refrain from acting pursuant hereto.

(c) Rights, Exculpation, Etc. Agent shall not be liable for any action taken or omitted to be taken by Agent under or in connection with this Note, except for Agent's own gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, Agent (i) may consult with legal counsel, independent public accountants, and other experts selected by Agent and shall not be liable for any action taken or omitted to be taken in good faith by Agent in accordance with the advice of such counsel or experts; (ii) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties, or representations made in or in connection with this Note; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants, or conditions of this Note, or to inspect the Collateral; (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency, or value of this Note or the other Loan Documents; and (v) shall not be deemed to have made any representation or warranty regarding the existence, value, or collectability of the Collateral, the existence, priority, or perfection of the Agent's lien thereon, or any certificate prepared in connection therewith, nor shall Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. Agent shall not be liable for any apportionment or distribution of payments made in good faith, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Note the Agent is permitted or required to take or to grant, and if such instructions are promptly requested, Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval under this Note until Agent shall have received such instructions from the Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against Agent as a result of Agent

acting or refraining from acting under this Note in accordance with the instructions of the Lenders.

(d) Reliance. Agent shall be entitled to rely upon any written notices, statements, certificates, orders, or other documents or any telephone message believed by it in good faith to be genuine and correct and to have signed, sent, or made by the proper Lender, and with respect to all matters pertaining to this Note and its duties hereunder or thereunder, upon advice of counsel selected by it.

(e) Indemnification. Lenders shall reimburse and indemnify Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Agent in any way relating to or arising out of this Note or any action taken or omitted by Agent under this Note, in proportion to each Lender; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances, or disbursements for which there has been a final judicial determination that such liability resulted from Agent's gross negligence or willful misconduct.

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

(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 Lenders 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 Note 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.

(g) 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.

14. 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 Lenders to bring an action on this Note). Lenders may extend the time for payment of or renew this Note, release Collateral, 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.

15. 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, or to exercise any other right or remedy hereunder or in the Loan Documents, or in the event Lenders are made party to any litigation because of the existence of the indebtedness evidenced hereby, or if at any time Lenders 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 Lenders.

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

17. 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.

18. Jurisdiction and Venue. Borrower and Lenders each hereby expressly agree that in the event any actions or other legal proceedings are initiated by or against Borrower or Lenders 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 or proceedings shall be brought in Maricopa County, Arizona; and Borrower and Lenders 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 Lenders hereby waive any and all defenses in such jurisdiction and venue.

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

20. 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.

21. 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.

22. Assignment. No party may assign its rights, interests, or obligations hereunder, or any portion thereof, without the prior written consent of the other parties.

23. 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 Lenders in order to effectuate the other provisions hereof

24. 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 Lenders and any subsequent holder of all or any portion of this Note, and their respective successors and assigns. Lenders may from time to time transfer all or any part of their interest in this Note and the Loan Documents without notice to Borrower.

25. 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 any Lender, be addressed to such Lender at the address set forth on Exhibit A attached hereto, or to such other address as such 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.

26. 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.

27. 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.

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

"Borrower"

Unicorn Media,
Inc., a Delaware corporation

By:

1, 1/4 [Signature]

24 W. 5th Street
Suite 203
Tempe, AZ 85281

"Lenders"

[Signature]

William H. Rinehart

[Signature]

John Wachter

"Agent"

[Signature]

William H. Rinehart

EXHIBIT A

LENDERS

Name and Address

William H. Rinehart
2402 E. Esplanade, #504
Phoenix, AZ 85016

Principal Amount

\$ [REDACTED]

John Wachter
24 W. 5th Street
Suite 203
Tempe, AZ 85281

\$ [REDACTED]

EXHIBIT B

FORM OF WARRANT

(Attached)

PHX 328,916,266v3
PHX 328966871v1 September 9,
2009