

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
MEDIA PLATFORM ON-DEMAND, INC.		10/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77386112	IVT PRIMETIME	
Serial Number:	76335850	MEDIAPLATFORM	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-244		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

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TRADEMARK

Date:

11/04/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 21, 2009 by and between SILICON VALLEY BANK ("Bank") and MEDIA PLATFORM ON-DEMAND, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated May 16, 2005, as amended from time to time including by that certain Default Waiver and First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of June 19, 2006, that certain Default Waiver and Second Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of May 23, 2007, that certain Default Waiver and Third Amendment by and between Bank and Grantor dated as of September 5, 2007, that certain Default Waiver and Fourth Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of August 14, 2008, that certain Fifth Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of October 12, 2008, that certain Forbearance and Sixth Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of May 26, 2009 and that certain Seventh Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

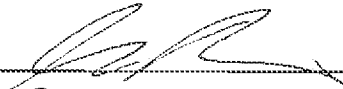
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MEDIA PLATFORM ON-DEMAND, INC.

8484 Wilshire Blvd., Suite 515
Beverly Hills, CA 90211

By: 
Title: President

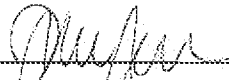
Attn: Dena Kendras

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 
Title: RELATIONSHIP MANAGER

Attn: _____

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None.		

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
IVT PRIMETIME	77386112	2/1/08
MEDIAPLATFORM	76335850	11/8/01

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