

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
POINTY HEADS LLC		02/19/2010	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	LISA A. CERBONE-MONTALTO
Street Address:	109 Federal Road #201
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06811
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	JAMES J. MONTALTO
Street Address:	109 Federal Road #201
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06811
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77918030	KCHANNEL
Serial Number:	77917997	KNOCKCAST
Serial Number:	77917961	KNOCK
Serial Number:	77909150	KK
Serial Number:	77909053	KK
Serial Number:	77851466	CHARACTER KAZOO
Serial Number:	77851433	CHICKEN KAZOO
Serial Number:	77851420	CELEBRITY KAZOO

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Serial Number:	77816136	KNOCKARAZZI
Serial Number:	77816126	KNOCKING
Serial Number:	77777272	
Serial Number:	77777285	OPEN SESAME
Serial Number:	77777239	POINTY HEADS
Serial Number:	77777223	KNOCKING
Serial Number:	77776575	IBROADCAST
Serial Number:	77776555	ILIVECAST
Serial Number:	77776516	ISCENE
Serial Number:	77776485	AHH FONE

CORRESPONDENCE DATA

Fax Number: (212)768-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-768-6700
Email: trademarks@sonnenschein.com
Correspondent Name: Sara R. Werner c/o Sonnenschein et al
Address Line 1: P. O. Box 061080
Address Line 2: Wacker Dr. Station - Willis Tower
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20001563-0001-S8K-R7M
NAME OF SUBMITTER:	Sara R. Werner
Signature:	/sara r werner/
Date:	04/09/2010

Total Attachments: 4
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of February 19, 2010, is entered into by POINTY HEADS LLC, a Connecticut limited liability company (the “**Company**”), in favor of Lisa A. Cerbone-Montalto and James J. Montalto (together with their successors and permitted assigns, the “**Secured Party**”).

WHEREAS, pursuant to that certain Senior Secured Promissory Note (the “**Note**”), dated as of the date hereof, entered into by the Company in favor of the Secured Party in order to secure payments of the Company’s obligations under the Note, the Company hereby assigns, pledges and grants to the Secured Party a continuing security interest in and to all of the Collateral (as defined in the Note), including, without limitation: (a) the patent applications listed on Schedule A attached hereto and made a part hereof, and all reissues, divisions, continuations, continuations-in-part, re-examinations, renewals and extensions thereof, any foreign counterparts of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing; (b) the trademark applications listed on Schedule B attached hereto and made a part hereof, all renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and (c) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company’s business associated with the Trademarks (collectively, the “**Intellectual Property**”). Until all of the Company’s obligations under the Note have been indefeasibly paid in full, the Secured Party shall retain its security interest in the Intellectual Property.

NOW, THEREFORE, for the consideration set forth herein and in the Note, the parties hereby agree that the Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its obligations under the Note, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property (including (i) all reissues, continuations or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, each Intellectual Property, and (iii) all products and proceeds of the foregoing).

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

POINTY HEADS LLC

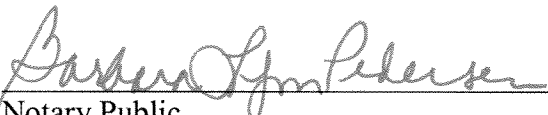
By: _____

Name: *James J. Montalto*

Title: *Class A Member*

STATE OF New York) ss.
COUNTY OF New York)

On this 8th day of April, 2010, before me personally appeared James J. Montalto Lisa A. Cerbone-Montalto and who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Pointy Heads LLC, who being by me duly sworn did depose and say that he or she is an authorized representative of said company, that the said instrument was signed on behalf of said company and that he or she acknowledged said instrument to be the free act and deed of said company.




Notary Public

ACCEPTED AND ACKNOWLEDGED BY:



Lisa A. Cerbone-Montalto



James J. Montalto

BARBARA LYNN PEDERSEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-02PE6002788
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES FEB. 17, 2014


SCHEDULE A

PATENT APPLICATIONS

Application Number	Filing Date	Title
61/297,967	January 25, 2010	Data Communication System and Method
61/316823	March 23, 2010	Data Communication System and Method

SCHEDULE B

TRADEMARK APPLICATIONS

Serial Number	Filing Date	Mark
77918030	January 22, 2010	KCHANNEL
77917997	January 22, 2010	KNOCKCAST
77917961	January 22, 2010	KNOCK
77909150	January 11, 2010	KK
77909053	January 11, 2010	KK
77851466	October 19, 2009	CHARACTER KAZOO
77851433	October 19, 2009	CHICKEN KAZOO
77851420	October 19, 2009	CELEBRITY KAZOO
77816136	August 31, 2009	KNOCKARAZZI
77816126	August 31, 2009	KNOCKING
77777272	July 9, 2009	
77777285	July 9, 2009	OPEN SESAME
77777239	July 9, 2009	POINTY HEADS
77777223	July 9, 2009	KNOCKING
77776575	July 8, 2009	IBROADCAST
77776555	July 8, 2009	ILIVECAST
77776516	July 8, 2009	ISCENE
77776485	July 8, 2009	AHH FONE