

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
Sky Media International, LLC		04/30/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Deerpath Funding, LP		
Street Address:	405 Lexington Avenue, 71st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2949703	SKYMEDIA	
Registration Number:	3165839	EVERY TAKEOFF IS ANOTHER OPPORTUNITY	
CORRESPONDENCE DATA			
Fax Number:	(713)226-6242		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-226-6642		
Email:	analley@porterhedges.com		
Correspondent Name:	Adam Nalley		
Address Line 1:	1000 Main Street, 36th Floor		
Address Line 2:	Porter & Hedges, L.L.P.		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Adam Nalley		
Signature:	/Adam Nalley/		
Date:	05/04/2010		

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TRADEMARK

Total Attachments: 30

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated, modified or supplemented and in effect from time to time, this "**Agreement**") is entered into as of April 30, 2010, by and among BRAND CONNECTIONS, LLC, a New Jersey limited liability company (the "**Company**"), SKYMEDIA EUROPE, LLC, a Delaware limited liability company ("**SkyMedia Europe**"), KEEPLAN WINTER SPORTS, LLC, a New Jersey limited liability company ("**Keeplan Winter Sports**"), PINPOINT GOLF, LLC, a Delaware limited liability company ("**Pinpoint Golf**"), SKY MEDIA INTERNATIONAL, LLC, a Nevada limited liability company ("**Sky Media International**" and, together with SkyMedia Europe, Keeplan Winter Sports, and Pinpoint Golf, the "**Subsidiary Borrowers**"), and each of the Company's other Non-Foreign Subsidiaries, current and future (collectively with the Company and the Subsidiary Borrowers, "**Debtor**"), and DEERPATH FUNDING, LP, a Delaware limited partnership, as Agent (as defined in the Loan Agreement) for the ratable benefit of the Lenders (as defined in the Loan Agreement) (together with any successor Agent under the Loan Agreement, "**Secured Party**").

WITNESSETH:

WHEREAS, Debtor, Secured Party, and the Lenders have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligation of the Lenders to extend credit to Debtor pursuant to the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Secured Party and the Lenders to enter into the Loan Agreement and extend credit to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

(a) When used herein, the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document of Title, Electronic Chattel Paper, Equipment, Financial Asset, Fixtures, Goods, Health-Care-Insurance Receivable, Inventory, Instrument, Investment Property, Letter of Credit Rights, Payment Intangibles, Proceeds, Security, Security Entitlement, Supporting Obligations and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below).

(b) Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement.

(c) The following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Collateral means all property and rights of Debtor in which a security interest is granted hereunder. Notwithstanding anything herein to the contrary, in

no event shall “Collateral” include, and Debtor shall not be deemed to have granted a security interest in, (i) any contract, lease, license or other agreement which by its terms prohibits the granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9 of the UCC) or which the granting of any such security interest therein would constitute a breach or default thereof; *provided, however*, that notwithstanding the foregoing, the term “Collateral” shall include any and all proceeds arising from such excluded property to the extent that the assignment or encumbering of such proceeds is not subject to the same or similar prohibitions or restrictions, and (ii) the Excluded Collateral.

Computer Hardware and Software means all of Debtor’s rights (including rights as licensee and lessee) with respect to: (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Default means the occurrence of an event of Default under ***Section 11*** of the Loan Agreement.

Excluded Collateral is defined in the Loan Agreement.

Foreign Filing Offices is defined in ***Section 3(s)***.

General Intangibles means all of Debtor’s “general intangibles” as defined in the UCC and, in any event, includes, without limitation, all of Debtor’s trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, Payment Intangibles, security interests and rights to indemnification.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, Internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs and software) and copyright

registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Joinder Agreement is defined in the Loan Agreement.

Non-Tangible Collateral means, collectively, Debtor's Accounts and General Intangibles.

Obligations means all obligations (monetary or otherwise) of Debtor under the Loan Agreement, any other Loan Document or any instrument executed in connection therewith, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

Obligor means a Person that, with respect to an obligation secured by a security interest in the Collateral, (a) owes payment or other performance on the obligation, (b) has provided property or other security or credit support other than the Collateral to secure payment or other performance of the obligation, or (c) is otherwise accountable in whole or in part for payment or other performance of the obligation. The term does not include issuers or nominated persons under a letter of credit.

Organizational I.D. Number means the organizational identification number assigned to Debtor by the applicable governmental unit or agency of the jurisdiction of organization for Debtor.

Patents means all of the following now owned or hereafter acquired by Debtor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

Permitted Liens is defined in the Loan Agreement.

Receivable(s) means all Accounts and all right, title and interest in any returned goods, together with all right, title, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and re-

sales, and all related security interests, liens, charges, encumbrances and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

Security Interest is defined in ***Section 2***.

Trademarks means all of the following now owned or hereafter acquired by Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Type of Organization means the kind or type of entity of Debtor, such as a corporation, limited partnership or limited liability company.

UCC means the Uniform Commercial Code as in effect in the State of New York on the date of this Agreement, as it may be amended or modified from time to time hereafter; provided, however, that, as used in ***Section 5*** hereof, UCC shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

Section 2. **Grant of Security Interest.** As security for the payment and performance of all Obligations, Debtor hereby assigns to Secured Party, and grants to Secured Party a continuing security interest (the "***Security Interest***") in, all of the property of Debtor whether now or hereafter existing or acquired (other than Excluded Collateral), regardless of where located including, without limitation, all of Debtor's:

- (a) Accounts;
- (b) Certificated Securities;
- (c) Chattel Paper, including Electronic Chattel Paper;
- (d) Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (e) Commercial Tort Claims;

- (f) Deposit Accounts;
- (g) Documents of Title;
- (h) Financial Assets;
- (i) General Intangibles;
- (j) Goods (including all of its Equipment, Fixtures and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (k) Instruments;
- (l) Intellectual Property;
- (m) Investment Property;
- (n) Letter of Credit Rights;
- (o) money (of every jurisdiction whatsoever);
- (p) Security Entitlements;
- (q) Supporting Obligations;
- (r) Uncertificated Securities; and
- (s) to the extent not included in the foregoing, all other personal property of any kind or description;

together with all books, records, writings, databases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; *provided, however*, that to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, Secured Party will not enforce its security interest (other than in respect of the Proceeds thereof) for so long as such prohibition continues.

Section 3. Representations and Warranties. Debtor represents and warrants to Secured Party, as of the Closing Date, that:

- (a) No financing statement (other than any which may have been filed on behalf of Secured Party or relating to a Permitted Lien) with respect to Debtor or the Collateral is on file in any public office.
- (b) The Collateral is free of all liens, claims, security interests and encumbrances whatsoever, other than the security interest hereunder and Permitted Liens,

and the Debtor's each have the full power and authority to execute this Agreement and perform its respective obligations hereunder, and to subject the Collateral to the security interest hereunder.

(c) The Security Interest in the Collateral created by this Agreement will be duly perfected once the action required for perfection under applicable Law has been taken. The creation, attachment and perfection of the Security Interest do not require the consent of any third party (other than with respect to the attachment and perfection of any Security Interest which requires control under the UCC (including deposit and securities accounts)). Once perfected, the Security Interest will constitute a first and prior lien on the Collateral (other than with respect to Permitted Liens).

(d) Debtor's chief executive office and principal place of business are as set forth on **Schedule I** hereto. The failure of the description of locations of Collateral on **Schedule I** to be accurate or complete will not impair the Security Interest in such Collateral.

(e) Debtor is duly organized, validly existing and in good standing under the laws of the state set forth on **Schedule II** hereto; **Schedule II** sets forth the Type of Organization, Organizational I.D. Number (if applicable) and federal taxpayer identification number (if applicable) of Debtor.

(f) Debtor's exact legal name is as set forth on the signature pages of this Agreement and on **Schedule II**; **Schedule III** sets forth all of Debtor's prior legal names and prior Types of Organizations, and lists all mergers or other reorganizations to which Debtor has been subject, within the five (5) year period immediately preceding the date hereof.

(g) **Schedule IV** hereto contains a complete listing of all of Debtor's Intellectual Property (other than Intellectual Property with a fair market value of less than \$75,000 in the aggregate or Intellectual Property in which the Debtor has only licensed rights and interests) that is subject to registration statutes.

(h) **Schedule V** hereto contains a complete listing of all of Debtor's Instruments, Investment Property, Letter-of-Credit Rights, Chattel Paper, Documents of Title and Commercial Tort Claims (other than any such Instruments, Investment Property, Letter-of-Credit Rights, Chattel Paper, Documents of Title or Commercial Tort Claims with a fair market value of less than \$75,000 in the aggregate).

(i) Except as set forth on **Schedule VI** hereto, Debtor has no material tangible Collateral located outside of the United States.

(j) **Schedule VII** hereto contains a complete listing of Debtor's tangible Collateral (with a fair market value in excess of \$75,000 in the aggregate) located with any bailee, warehousemen or other third parties.

(k) *Schedule VIII* hereto contains a complete listing of all of Debtor's Collateral (with a fair market value in excess of \$75,000 in the aggregate) that is subject to certificate of title statutes.

(l) *Schedule IX* hereto contains a complete listing of all of Debtor's Deposit Accounts and other bank accounts, including locations and applicable account numbers.

(m) Except as provided on *Schedule IV* hereto, all material Patents and Trademarks owned by Debtor: (i) are subsisting and have not been adjudged or claimed to be invalid or unenforceable (either in whole or in part) and Debtor is not aware of any basis for such a claim, (ii) are valid and enforceable, (iii) are in the name of Debtor, (iv) are properly recorded and/or filed in the United States Patent and Trademark Offices, and (v) Debtor has taken all necessary steps to properly record or file ownership in the name of Debtor in the proper foreign filing offices (the "*Foreign Filing Offices*") with respect to foreign Patents and Trademarks, as appropriate. Debtor's right, title and interest in its material Patents and Trademarks is free and clear of any Liens (other than Permitted Liens).

(n) No claim has been made that the ownership or use of any of the Patents and Trademarks owned by Debtor, or the manufacture, use or sale of any product made in accordance therewith or service rendered thereunder, does or may violate the rights of any third Person, and Debtor has no knowledge of any third party rights which may be infringed or otherwise violated by the use of any of the Patents and Trademarks.

(o) The delivery at any time by Debtor to Secured Party of additional specific descriptions of certain Collateral will constitute a representation and warranty by Debtor to Secured Party under this Agreement that the representations and warranties of this *Section 3* are true and correct in all material respects with respect to each item of such delivered Collateral.

Section 4. Certificates, Schedules and Reports. Debtor will from time to time, as Secured Party may request, deliver to Secured Party such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by Debtor in full or partial payment of any of the Collateral, as Secured Party may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of Debtor and shall be in such form and detail as Secured Party may specify.

Section 5. Agreements of Debtor.

(a) Debtor, at Secured Party's request, at any time and from time to time, shall execute and deliver to Secured Party such financing statements, amendments and any other documents, including Instruments, and do such acts as Secured Party deems necessary in order to establish and maintain valid, attached and perfected security interests in the Collateral in favor of Secured Party, free and clear of all Liens and claims and rights of third parties whatsoever except Permitted Liens. Debtor hereby irrevocably authorizes Secured Party at any time, and from time to time, to file in any jurisdiction any

initial financing statements and amendments thereto that (i) indicate the Collateral (A) as “all assets of Debtor,” “the Collateral described in the Security Agreement” or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including, without limitation, (A) whether Debtor is an organization, the Type of Organization and the Organization ID Number issued to Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral to be extracted or timber to be cut, a sufficient description of the real property to which the Collateral relates. Debtor further ratifies and affirms its authorization for any financing statements and/or amendments thereto that Secured Party has filed in any jurisdiction prior to the date of this Agreement.

(b) During the term of this Agreement, Debtor agrees to:

(i) use its commercially reasonable efforts to keep its primary records concerning the Non-Tangible Collateral in such a manner as will enable Secured Party or its designees to determine at any time the status of the Non-Tangible Collateral;

(ii) furnish Secured Party such information concerning Debtor, the Collateral and the Account Debtor as Secured Party may from time to time reasonably request;

(iii) any time, without notice, during the existence of a Default, permit Secured Party and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours to inspect Debtor’s Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and other papers in the possession of Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of Secured Party during the existence of a Default, deliver to Secured Party all of such records and papers;

(iv) upon request of Secured Party, stamp on its records concerning the Collateral, and add on all Chattel Paper and Instruments constituting a portion of the Collateral, a customary notation, in form reasonably satisfactory to Secured Party, of the security interest of Secured Party hereunder;

(v) upon request of Secured Party, (A) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of Secured Party in the Equipment covered thereby, and (B) deliver all such certificates to Secured Party or its designees;

(vi) take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral;

(vii) except as listed on *Schedule VI*, keep all of the tangible Collateral (other than tangible Collateral with a fair market value of less than \$75,000 in the aggregate) in the United States;

(viii) promptly notify Secured Party in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Deposit Accounts, Investment Property (with a fair market value in excess of \$75,000 in the aggregate), Letter-of-Credit Rights (with a fair market value in excess of \$75,000 in the aggregate) or Electronic Chattel Paper (with a fair market value in excess of \$75,000 in the aggregate) and, upon the request of Secured Party, promptly execute such other documents, and do such other acts or things deemed appropriate by Secured Party to deliver to Secured Party control with respect to such Collateral;

(ix) promptly notify Secured Party in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Documents of Title or Instruments (in each case, with a fair market value in excess of \$75,000 in the aggregate) and, upon the request of Secured Party, promptly execute such other documents, and do such other acts or things deemed appropriate by Secured Party to deliver to Secured Party possession of such Documents of Title which are negotiable and Instruments, and, with respect to nonnegotiable Documents of Title, to have such nonnegotiable Documents of Title issued in the name of Secured Party;

(x) upon the reasonable request of Secured Party, with respect to Collateral (with a fair market value in excess of \$75,000 in the aggregate) in the possession of a third party, other than Certificated Securities and Goods covered by a Document of Title, obtain an acknowledgment from the third party that it is holding the Collateral for benefit of Secured Party;

(xi) promptly notify Secured Party in writing upon incurring or otherwise obtaining a Commercial Tort Claim (with a fair market value in excess of \$75,000 in the aggregate) after the date hereof against any third party, and, upon the request of Secured Party, promptly enter into an amendment to this Agreement, and do such other acts or things deemed appropriate by Secured Party to give Secured Party a security interest in such Commercial Tort Claim;

(xii) within twenty (20) Business Days of receipt of Secured Party's written request therefore, take any and all actions necessary to transfer control to Secured Party over any depositary accounts maintained for any Borrower by any depositary bank;

(xiii) take other action reasonably requested by Secured Party to insure the attachment, perfection and, first priority (other than with respect to Permitted

Liens) of, and the ability of Secured Party to enforce, the security interests in any and all of the Collateral including, without limitation:

1) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor;

2) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Secured Party to enforce, the security interests in such Collateral;

3) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other Person obligated on Collateral;

4) using commercially reasonable efforts to obtain waivers from mortgagees and landlords in form and substance reasonably satisfactory to Secured Party; and

5) taking all actions required by the UCC in effect from time to time or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction;

(xiv) not change its state of formation or organization or Type of Organization without providing Secured Party with at least ten (10) days' prior written notice; and

(xv) not change its legal name without providing Secured Party with at least ten (10) days' prior written notice.

(c) Any reasonable, documented and invoiced expenses incurred in protecting, preserving or maintaining any Collateral shall be borne by Debtor. Except as otherwise expressly set forth in **Section 2**, whenever a Default shall be existing, Secured Party shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this **Section 5**. Notwithstanding the foregoing, Secured Party shall have no obligation or liability regarding the Collateral or any part thereof by reason of, or arising out of, this Agreement.

Section 6. Default; Rights and Remedies of Secured Party upon a Default. If a Default shall have occurred and be continuing, Secured Party shall have the following rights and remedies:

(a) Secured Party may exercise any or all of the remedies available to it under this Agreement, the other Loan Documents, at law, in equity or otherwise;

(b) Secured Party may request that Debtor direct that all Receivables be paid directly to a lock box account established with, or for the benefit of, Secured Party;

(c) Debtor shall hold in trust (and not commingle with its other assets) for Secured Party all Collateral that is Chattel Paper, Instruments or Documents of Title at any time received by it and promptly deliver same to Secured Party, unless Secured Party at its option gives Debtor written permission to retain such Collateral; at Secured Party's request, each contract, Chattel Paper, Instrument or Document of Title so retained shall be marked to state that it is assigned to Secured Party and each instrument shall be endorsed to the order of Secured Party (but failure to so mark or endorse shall not impair the Security Interest);

(d) Debtor irrevocably (to the extent such Default shall then be continuing) appoints Secured Party its true and lawful attorney with full power of substitution, in the name of Debtor, for the sole use and benefit of Secured Party, but at Debtor's expense, to the extent permitted by law, to file claims under any insurance policies of Debtor, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies;

(e) Debtor irrevocably (to the extent such Default shall then be continuing) appoints Secured Party its true and lawful attorney with full power of substitution, in the name of Debtor, for the sole use and benefit of Secured Party, but at Debtor's expense, to the extent permitted by law, to exercise, all or any of the following powers with respect to all or any of Debtor's Collateral (to the extent necessary to pay the Obligations in full):

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof;

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(iii) to take control of, sell, lease, license or otherwise dispose of the same or the Proceeds thereof, as fully and effectually as if Secured Party were the absolute owner thereof;

(iv) to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto;

(v) to endorse Debtor's name on any notes, acceptances, checks, drafts, money orders or other evidences of payment on Collateral that may come into Secured Party's possession;

(vi) to sign Debtor's name on any invoice or bill of lading relating thereto, on any drafts against Obligors or other Persons making payment with respect thereto, on assignments and verifications of accounts or other Collateral and on notices to Obligors making payment with respect thereto;

(vii) to send requests for verification of obligations to any Obligor; and

(viii) to do all other acts and things reasonably necessary to carry out the intent of this Agreement;

provided, however, that except in the case of Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market Secured Party will give Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made. If, following the occurrence of a Default, any Obligor or Account Debtor fails to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, either in its own name or in Debtor's name, to take such action as Secured Party reasonably shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Regardless of any other provision of this Agreement, however, Secured Party shall not be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral except for its own fraud, gross negligence, or willful misconduct, nor shall it be under any duty to anyone except Debtor to account for funds that it shall actually receive under this Agreement. A receipt given by Secured Party to any Obligor or Account Debtor shall be a full and complete release, discharge, and acquittance to such Obligor or Account Debtor, to the extent of any amount so paid to Secured Party. Secured Party may apply or set off amounts paid and the deposits against any liability of Debtor to Secured Party.

(f) Secured Party's sale of less than all the Collateral shall not exhaust Secured Party's rights under this Agreement and Secured Party is specifically empowered to make successive sales until all the Collateral is sold. If the proceeds of a sale of less than all the Collateral shall be less than the Obligations, this Agreement and the Security Interest shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made. In the event any sale under this Agreement is not completed or is, in Secured Party's opinion, defective, such sale shall not exhaust Secured Party's rights under this Agreement and Secured Party shall have the right to cause a subsequent sale or sales to be made. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale under this Agreement as to nonpayment of the Obligations, or as to the occurrence of any Default, or as to Secured Party's having declared all of such Obligations to be due and payable, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited. Secured Party may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but such acts

must be done in the name and on behalf of Secured Party. In connection with the sale of Collateral that constitutes Securities, Secured Party is authorized, but not obligated, to limit prospective purchasers to the extent deemed necessary or desirable by Secured Party to render such sale exempt from registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws, and no sale so made in good faith by Secured Party shall be deemed not be “commercially reasonable” because so made.

(g) In addition to any and all other rights afforded to Secured Party in this **Section 6**, Secured Party may exercise all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to any Collateral and, if cash shall be insufficient to pay all the Obligations in full, sell, lease, license or otherwise dispose of the Collateral or any part thereof in accordance with the provisions of the UCC. Notice of any such sale or other disposition shall be given to Debtor as required under this **Section 6**.

Section 7. Application of Proceeds.

(a) If a Default shall have occurred and be continuing, Secured Party may apply the proceeds of any sale or other disposition of all or any part of the Collateral, in the following order of priorities:

(i) *first*, to pay the reasonable, documented and invoiced expenses of such sale or other disposition, including reasonable attorneys’ fees and all other reasonable, documented and invoiced expenses, liabilities and advances incurred or made by Secured Party in connection with this Agreement, and any other amounts then due and payable in connection with this Agreement;

(ii) *second*, to pay all interest (including post-petition interest) and other fees payable under the Loan Agreement, until payment in full of all such interest and fees shall have been made;

(iii) *third*, to pay the unpaid principal of the Obligations, until payment in full of the principal of all Obligations shall have been made (or so provided for);

(iv) *fourth*, to pay all other Obligations, until payment in full of all such other Obligations shall have been made (or so provided for); and

(v) *finally*, to pay to Debtor, or as a court of competent jurisdiction may direct, any surplus then remaining from the proceeds of the Collateral owned by it.

Secured Party may make such distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

(b) All distributions made by Secured Party pursuant to this section shall be final (except in the event of manifest error).

Section 8. [Intentionally Omitted]Limitation on Duty in Respect of Collateral

(a) Beyond the exercise of reasonable care in the custody and preservation thereof, Secured Party will have no duty as to any Collateral in its possession or control or in the possession or control of any bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any bailee selected by Secured Party in good faith or by reason of any act or omission by Secured Party pursuant to instructions from Debtor, except to the extent that such liability arises from Secured Party's gross negligence or willful misconduct.

(b) To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for Secured Party (i) to fail to incur expenses reasonably deemed significant by Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work-in-process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, including, without limitation, any warranties of title, (xi) to purchase insurance of credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral, or to provide to Secured Party a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Debtor acknowledges that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by Secured Party would not be commercially unreasonable in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in

this section. Without limitation upon the foregoing, nothing contained in this section shall be construed to grant any right to Debtor or to impose any duties on Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section.

(c) The Security Interest is given to secure the prompt, unconditional and complete payment and performance of the Obligations when due, and is given as security only. Secured Party does not assume, and shall not be liable for, any of the Debtor's liabilities, duties or obligations under, or in connection with, the Collateral. Secured Party's acceptance of this Agreement, or its taking any action in carrying out this Agreement, does not constitute Secured Party's approval of the Collateral or Secured Party's assumption of any obligation under or in connection with the Collateral. This Agreement does not affect or modify Debtor's obligations with respect to the Collateral.

Section 10. Fraudulent Conveyance. Notwithstanding anything contained in this Agreement to the contrary, Debtor agrees that if, but for the application of this **Section 10**, the Obligations or any Security Interest would constitute a preferential transfer under 11 U.S.C. § 547, a fraudulent conveyance under 11 U.S.C. § 548 (or any successor section of that statute) or a fraudulent conveyance or transfer under any state fraudulent conveyance or fraudulent transfer law or similar Law in effect from time to time (each a "**Fraudulent Conveyance**"), then the Obligations and each affected Security Interest will be enforceable to the maximum extent possible without causing the Obligations or any Security Interest to be a Fraudulent Conveyance, and shall be deemed to have been automatically amended to carry out the intent of this **Section 10**.

Section 11. Actions by Secured Party. **Section 13** of the Loan Agreement shall govern the taking of any actions or exercise of any right or remedy by Agent in its capacity as (a) Agent for the ratable benefit of the Lenders under the Loan Agreement and (b) the "Secured Party" under this Agreement.

Section 12. General.

(a) Debtor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within fifteen (15) days of such Subsidiary's creation or acquisition by Debtor, to execute and deliver a Joinder Agreement, agreeing to become a Debtor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Debtor for all purposes of this Agreement.

(b) Any notice from Secured Party to Debtor, if mailed, shall be deemed given five (5) days after the date mailed, postage prepaid, addressed to Debtor either at Debtor's address shown on **Schedule I** hereto or at such other address as Debtor shall have specified in writing to Secured Party as its address for notices hereunder.

(c) Debtor agrees to pay all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of Secured Party)

paid or incurred by Secured Party in endeavoring to collect the Obligations of Debtor, or any part thereof, and in enforcing this Agreement against Debtor, and such obligations will themselves be Obligations.

(d) No delay on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

(e) This Agreement shall remain in full force and effect until all Obligations have been paid in full. If at any time all or any part of any payment theretofore applied by Secured Party to any of the Obligations is or must be rescinded or returned by Secured Party for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Debtor), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Secured Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Secured Party had not been made.

(f) THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT), INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(g) The rights and privileges of Secured Party hereunder shall inure to the benefit of its successors and assigns. Debtor may not assign or transfer its rights hereunder or any interest herein or delegate its duties hereunder without the prior written consent of Secured Party.

(h) This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Debtor and Secured Party. All counterparts must be construed together to constitute one and the same instrument.

(i) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (a)* above) or a counterpart of this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such

execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

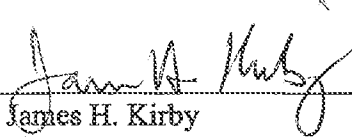
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

SECURED PARTY:


DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner


By: 
Name: James H. Kirby
Title: President

DEBTOR:


BRAND CONNECTIONS, LLC
a New Jersey limited liability company

By: 
Name: Brian F. Martin
Title: CEO

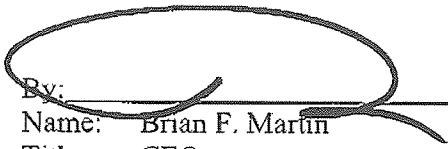
SKYMEDIA EUROPE, LLC
a Delaware limited liability company

By: 
Name: Brian F. Martin
Title: CEO

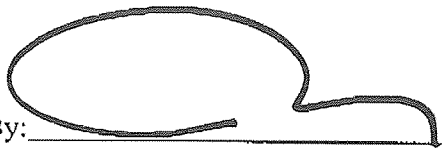
PINPOINT GOLF, LLC
a Delaware limited liability company

By: 
Name: Brian F. Martin
Title: CEO

KEEPLAN WINTER SPORTS, LLC
a New Jersey limited liability company

By: 
Name: Brian F. Martin
Title: CEO

SKY MEDIA INTERNATIONAL, LLC
a Nevada limited liability company

By: 
Name: Brian F. Martin
Title: CEO

SCHEDULE I

TO SECURITY AGREEMENT

CHIEF EXECUTIVE OFFICE AND OTHER ADDRESSES OF DEBTOR

The principal executive office of Debtor is:

561 Seventh Avenue,
20th Floor, New York, NY 10018

In addition, the following locations are other addresses of Debtor:

26 Orange Road,
Montclair, NJ 07042

Brand Connections, LLC
1181 Tradeport Drive,
Orlando, FL 32824

Brand Connections, LLC
1880 W. Fullerton Avenue, Bld A, Suite 2B,
Chicago, IL 60614 [Note: Through June 30 2010 only]

Brand Connections, LLC
2635 S. Sante Fe Drive, Bldg 3 Unit C-H,
Denver, CO 80223

Keoplan Winter Sports, LLC
27 Canfield Street, Kingston, NY 12401

Keoplan Winter Sports, LLC
910 Nottingham, Road, Unit 2,
Avon, CO 81620

SCHEDULE II
TO SECURITY AGREEMENT
STATE OF FORMATION OR ORGANIZATION

Debtor's Exact Legal Name	Type of Organization:	State of Organization	Organizational I.D. Number	Federal Taxpayer I.D. Number
Brand Connections, LLC	Limited Liability Company	New Jersey	0600179002	45-0529430
Keeplan Winter Sports, LLC	Limited Liability Company	New Jersey	0600202621	81-0650130
Sky Media International, LLC	Limited Liability Company	Nevada	NV 20031039561	20-0176857
Pinpoint Golf, LLC	Limited Liability Company	Delaware	4009535	20-3267591
SkyMedia Europe, LLC	Limited Liability Company	Delaware	4445365	26-1304967

SCHEDULE III TO SECURITY AGREEMENT

TRADE NAMES, PRIOR LEGAL NAMES AND TYPES OF ORGANIZATION, ETC.

Debtor's prior legal names and Types of Organizations were:

Formerly	Current	Nature of Change	Effective
Vacation Connections, LLC, a Delaware limited liability company	Brand Connections, LLC, a Delaware limited liability company	Name Change	May 3, 2006
Keeplan Winter Sports, LLC, a Colorado limited liability company	Keeplan Winter Sports, LLC, a New Jersey limited liability company	Merger	September 4, 2007

SCHEDULE IV TO SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Patents: none

Copyrights: none

Trademarks: see table

Mark	Owner	Status	Jurisdiction
Pinpoint Golf Advertising	Pinpoint Golf, LLC	Registered (No. 2471077) Reg. date: 7/24/2001	US
Pinpoint Golf Marketing	Pinpoint Golf, LLC	Registered (No. 2670785) Reg. date: 1/7/2003	US
SkyMedia	Sky Media International, LLC	Registered (No. 2949703) Reg. date: 9/17/2002	US
Reaching golfers where they play	Pinpoint Golf, LLC	Registered (No. 2389831) Reg. date: 10/13/1999	US
Every take off is another opportunity	Sky Media International, LLC	Registered (No. 3165839) Reg. date: 9/17/2002	US

Domain Names: see table

Domain Name	Expires	Domain Name	Expires
ADVERTRYING.BIZ	1/16/2012	BRANDSAMPLING.NET	6/16/2010
ADVERTRYING.COM	1/17/2012	BRANDSONVACATION.COM	6/25/2010
ADVERTRYING.INFO	1/17/2012	BRANDSONVACATION.NET	6/25/2010
ADVERTRYING.NET	1/17/2012	CARECOVERWRAP.COM	5/5/2011
BCXAGENCY.COM	3/11/2012	CARECOVERWRAP.NET	5/5/2011
BCXAGENCY.NET	3/11/2012	CARECOVERWRAP.ORG	5/5/2011
BCXAGENCY.ORG	3/11/2012	EVENTSAMPLING.COM	6/16/2010
BRANDCONNECTIONS.BIZ	3/23/2012	EVENTSAMPLING.NET	6/16/2010
BRANDCONNECTIONS.COM	2/26/2012	KEEPPLAN.COM	1/19/2012
BRANDCONNECTIONS.INFO	3/24/2012	KIDSONVACATION.COM	8/9/2010
BRANDCONNECTIONS.MOBI	1/12/2011	LIVEMEDIASOURCE.BIZ	4/13/2012
BRANDCONNECTIONS.NET	1/12/2011	LIVEMEDIASOURCE.COM	4/14/2012
BRANDCONNECTIONS.ORG	3/24/2012	LIVEMEDIASOURCE.INFO	4/14/2012
BRANDCONNECTIONS.US	1/11/2011	LIVEMEDIASOURCE.NET	4/14/2012
BRANDCONNECTIONS.WS	1/12/2011	PINPOINTGOLF.COM	11/7/2011
BRANDCONNECTIONSACTIVEOUTDOOR.BIZ	3/4/2011	PRODUCTSAMPLING.NET	6/16/2010
BRANDCONNECTIONSACTIVEOUTDOOR.COM	3/5/2011	SKIVIEW.COM	5/6/2013
BRANDCONNECTIONSACTIVEOUTDOOR.INFO	3/5/2011	SKYMEDIABIZ.COM	3/4/2012
BRANDCONNECTIONSACTIVEOUTDOOR.NET	3/5/2011	SNOWSPORTSOUTDOOR.BIZ	6/5/2010
BRANDCONNECTIONSGLOBAL.COM	7/30/2011	SNOWSPORTSOUTDOOR.COM	6/6/2010
BRANDCONNECTIONSGLOBAL.NET	7/30/2011	SNOWSPORTSOUTDOOR.INFO	6/6/2010
BRANDCONNECTIONSSKYMEDIA.BIZ	8/24/2010	SNOWSPORTSOUTDOOR.NET	6/6/2010
BRANDCONNECTIONS-SKYMEDIA.BIZ	4/4/2011	TAXISAMPLING.COM	6/16/2010
BRANDCONNECTIONSSKYMEDIA.COM	8/25/2010	TAXISAMPLING.NET	6/16/2010
BRANDCONNECTIONS-SKYMEDIA.COM	4/5/2011	VACATIONCONNECTIONS.BIZ	8/26/2010
BRANDCONNECTIONSSKYMEDIA.INFO	8/25/2010	VACATIONCONNECTIONS.COM	5/14/2011
BRANDCONNECTIONSSKYMEDIA.NET	8/25/2010	VACATIONCONNECTIONS.INFO	8/27/2010
BRANDCONNECTIONS-SKYMEDIA.NET	4/5/2011	VACATIONCONNECTIONS.NAME	8/27/2010
BRANDCONNECTIONSSKYMEDIA.ORG	8/25/2010	VACATIONCONNECTIONS.NET	11/19/2010
BRANDCONNECTIONS-SKYMEDIA.ORG	4/5/2011	VACATIONCONNECTIONS.ORG	8/27/2010
BRANDCONNECTIONSX.COM	11/24/2010	VACATIONCONNECTIONS.US	8/26/2010
BRANDCONNECTIONSX.NET	11/24/2010	VACATIONCONNECTIONS.WS	8/27/2010
BRANDFASTTRACKERS.COM	10/27/2010	VACATIONSAMPLING.COM	5/8/2010
BRANDFASTTRACKERS.NET	10/27/2010	WHENMARKETING.COM	11/14/2011
BRANDSAMPLING.COM	6/16/2010		

SCHEDULE IV TO SECURITY AGREEMENT, CONTINUED

INTELLECTUAL PROPERTY

Company Proprietary Software

- 1. Venue Database**
- 2. Logistics Database**
- 3. Proof of Performance database (under development)**

SCHEDULE V TO SECURITY AGREEMENT

INSTRUMENTS, ETC.

Instruments	none
Investment Property	none
Letter-of-Credit Rights	none
Chattel Paper	none
Documents of Title	none
Commercial Tort Claims	none

**SCHEDULE VI TO SECURITY AGREEMENT
COLLATERAL NOT LOCATED IN THE UNITED STATES**

None

SCHEDULE VII TO SECURITY AGREEMENT
COLLATERAL LOCATED WITH THIRD PARTIES

The following security deposits are held with third parties:

[NOTE: This schedule calls for a listing of tangible Collateral held by third persons. If the items below are deposits of money, then they need not be listed. The disclosure below concerning Keeplan is the type of disclosure that needs to be made on this schedule.]

<u>Company</u>	<u>Name</u>	<u>Amount</u>	<u>Comments</u>
Brand Connections, LLC	Handro Management Corp- Agent #151	\$ 28,100.01	New York office
Brand Connections, LLC	Sand Lake West Business Park, Inc.	11,900.00	Orlando facility
Brand Connections, LLC	Michael Bloom Realty Company	11,000.00	Colorado facility
Brand Connections, LLC	Metropolitan Rental Corp.	4,195.00	Chicago office
Brand Connections, LLC	Penske Truck Leasing	3,000.00	Truck leasing
Brand Connections, LLC	Orlando Utilities Commission (OUC)	1,200.00	Orlando facility utility
Brand Connections, LLC	Con Edison	560.00	New York office utility
Brand Connections, LLC	Home Owners Realty Depot	550.00	Orlando condominium
Brand Connections, LLC	Con Edison	265.00	New York office utility
Brand Connections, LLC	Weingarten Realty Investors	200.00	Texas event (refunded in 4/10)
Keeplan Winter Sports, LLC	ARI Mountain Center LLC	3,638.63	Colorado office
Keeplan Winter Sports, LLC	Scott Dutton Associates	863.00	New York facility
Keeplan Winter Sports, LLC	Spring Creek Storage	150.00	Storage unit
Total		\$ 65,621.64	

The following schedule lists all assets owned by Keeplan Winter Sports, LLC at 2/28/2010. A number of these (including, but not limited to, Ski/Snowboard racks, Lift Corral Signage Systems, Skier Information Systems) are located within third party venues.

<u>Fixed Assets:</u>	<u>Balance</u>
<u>Description</u>	<u>@</u> <u>2/28/10</u>
Furniture and Fixtures	\$ 8,334.94
Office Equipment	16,211.27
Computer Equipment	30,636.91
Leasehold Improvements	73,875.92
Automobiles	169,169.08
Ski/Snowboard Racks	289,821.50
Lift Corral Signage Systems	47,075.97
AIMS Units	32,700.00
Skier Information Systems	542,195.99
Digital Displays	378,039.12
Vacation/Tower Boards	35,926.93
Yurts	7,800.00
Ski View Corporation Assets	4,412,361.70
Total	\$ 6,044,149.33

SCHEDULE VIII TO SECURITY AGREEMENT

COLLATERAL SUBJECT TO CERTIFICATE OF TITLE STATUTE

{----- Original Cost -----}

<u>Company</u>	<u>Description</u>	<u>Acquisition Date</u>	<u>Brand Connections, LLC</u>	<u>Keepian Winter Sports, LLC</u>	<u>Sky Media International, LLC</u>	<u>Total @ 2/28/10</u>
BC	Ford F250	3/04	\$ 32,598			\$ 32,598
BC	Toyota 4 Runner- 2000	9/05	11,972			11,972
BC	Land Rover- 1999	8/06	10,766			10,766
BC	Jaguar- 2000	7/07	26,024			26,024
KWS	Ford F250SD Crew Cab	7/04		25,407		25,407
KWS	Ford F150	7/04		21,641		21,641
KWS	Trailer	2/05		4,563		4,563
KWS	Trailer	10/05		10,020		10,020
KWS	Ford F150- 2006	6/06		29,940		29,940
KWS	Honda ATV- 2006	10/06		4,898		4,898
KWS	Ford- F350- 2004	7/07		30,447		30,447
KWS	Wells Cargo trailer	8/07		7,092		7,092
KWS	Honda ATV- 2002	8/07		4,000		4,000
KWS	Ford- F350- 2008	1/08		31,162		31,162
SMI	Ford F350- 1999	6/06			10,029	10,029
SMI	Isuzu Rodeo- 1999	6/06			8,528	8,528
SMI	Dodge Caravan- 2001	6/06			8,129	8,129
SMI	Dodge Grand Caravan- 2003	6/06			9,668	9,668
SMI	Chevy Malibu- 2005	6/06			10,380	10,380

\$ 81,360 \$ 169,169 \$ 46,734 \$ 297,263

SCHEDULE IX TO SECURITY AGREEMENT

LIST OF DEPOSIT ACCOUNTS AND OTHER BANK ACCOUNTS

<u>Company</u>	<u>Bank Name</u>	<u>Bank Account Number</u>	<u>Account Type</u>
Brand Connections, LLC	JP Morgan Chase	5200153853	Money market
Brand Connections, LLC	JP Morgan Chase	530-086428	Jumbo business CD
Brand Connections, LLC	JP Morgan Chase	957-087756	Master
Brand Connections, LLC	JP Morgan Chase	601-895642	Controlled disbursement
Pinpoint Golf, LLC	JP Morgan Chase	537-500636865	Checking
Sky Media International, LLC	JP Morgan Chase	957-087241	Master
Sky Media International, LLC	JP Morgan Chase	790-455224	Controlled disbursement
SkyMedia Europe, LLC	JP Morgan Chase	753-873017	Checking
Brand Connections, LLC	Citibank	9953671736	Money market
Brand Connections, LLC	Citibank	9953671701	Checking
Keeplan Winter Sports, LLC	FirstBank of Avon, Colorado	3535520541	Operating account
Keeplan Winter Sports, LLC	FirstBank of Avon, Colorado	3534044010	Money market account