

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multimedia Commerce Group, Inc.		07/01/2010	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	123 South Broad Street, PA 1246		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3447259	GEMSTV	
Registration Number:	3594926	GEMSTV	
Registration Number:	2610909	THAIGEM.COM	
Registration Number:	2528741	THAIGEM.COM	
Registration Number:	3039071	THAIGEM.COM	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2817366.00210WACHOVIASAM		

OP \$140.00 3447259

NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	08/11/2010
Total Attachments: 6 source=MultimediaWellsFargoTMSecAgmt001#page1.tif source=MultimediaWellsFargoTMSecAgmt001#page2.tif source=MultimediaWellsFargoTMSecAgmt001#page3.tif source=MultimediaWellsFargoTMSecAgmt001#page4.tif source=MultimediaWellsFargoTMSecAgmt001#page5.tif source=MultimediaWellsFargoTMSecAgmt001#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 1, 2010 by and between Multimedia Commerce Group, Inc., a Tennessee corporation (the "Grantor"), having its chief executive office at 10001 Kingston Pike, Knoxville, Tennessee 37922, and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association), as Administrative Agent (the "Administrative Agent"), with offices at 123 South Broad Street, PA 1246, Philadelphia, Pennsylvania 19109, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of September 9, 2008, (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Multimedia Commerce Group, Inc. ("MCG"), America's Collectibles Network, Inc. ("ACN") (MCG and ACN together, the "Borrowers"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as September 9, 2008 by and among the Borrowers, certain of their Subsidiaries party thereto, including the Grantor, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MULTIMEDIA COMMERCE GROUP, INC.,
as Grantor

By: Charles Wagner
Name: CHARLES A. WAGNER III
Title: Vice Chairman

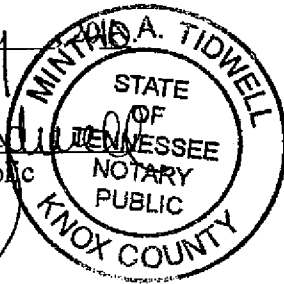
ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Knox

I, Mintha A. Tidwell, a Notary Public for said County and State, do hereby certify that Charles A. Wagner III personally appeared before me this day and stated that (s)he is Vice Chairman of Multimedia Commerce Group Inc and acknowledged, on behalf of Grantor the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of July

Mintha A. Tidwell
Notary Public



My commission expires:

July 26, 2011

[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Steven Markunas*

Name: Steven Markunas

Title: Vice President

[Trademark Security Agreement – Multimedia Commerce Group, Inc.]

TRADEMARK
REEL: 004258 FRAME: 0324

Schedule A to Trademark Security Agreement
TRADEMARKS

1. The following trademarks and trademark registrations:

Trademark	Serial No.	App. Date	Reg. No.	Reg. Date	Status
GEMSTV	78/980055	11/16/2005	3,447,259	06/10/2008	Registered
GEMSTV	78/755222	11/16/2005	3,594,926	03/24/2009	Registered
THAIGEM.COM	76/187241	12/28/2000	2,610,909	08/20/2002	Registered
THAIGEM.COM	76/187242	12/28/2000	2,528,741	01/08/2002	Registered
THAIGEM.COM (Design)	76/571402	01/22/2004	3,039,071	01/10/2006	Registered

2. All common law trademarks that appear on, relate to or are associated with the website www.thaigem.com, including without limitation, DISCOVER THE SECRET, GEMOPEDIA, MERELANI MINT GARNET, MEXICAN MATRIX OPAL and FIRE BERYL.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.