

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
EMN8, INC.		08/11/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SRBA #1, L.P., as Collateral Agent for the benefit of the Purchasers		
Street Address:	201 Main Street		
Internal Address:	32nd Floor		
City:	Forth Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3405842	EMN8	
Registration Number:	3405841	EMN8	
Registration Number:	3615777	ORDERM8	
Registration Number:	3615778	MENUM8	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	308879-104 EMN8		

CH \$115.00 3405842

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/16/2010
<p>Total Attachments: 14</p> <p>source=EMN8 signed SA#page1.tif source=EMN8 signed SA#page2.tif source=EMN8 signed SA#page3.tif source=EMN8 signed SA#page4.tif source=EMN8 signed SA#page5.tif source=EMN8 signed SA#page6.tif source=EMN8 signed SA#page7.tif source=EMN8 signed SA#page8.tif source=EMN8 signed SA#page9.tif source=EMN8 signed SA#page10.tif source=EMN8 signed SA#page11.tif source=EMN8 signed SA#page12.tif source=EMN8 signed SA#page13.tif source=EMN8 signed SA#page14.tif</p>	

EMN8, INC.

SECURITY AGREEMENT

This Security Agreement, dated as of August 11, 2010 is executed by EMN8, Inc., a Delaware corporation (the "**Company**"), in favor of the Purchaser(s) listed on Exhibit A to the Purchase Agreement (as hereinafter defined) (the "**Purchasers**") and SRBA #1, L.P., in its capacity as Collateral Agent (as defined below) on behalf of the Purchasers.

In consideration of the mutual promises contained herein, and as an inducement to the Purchaser(s) to lend to the Company the amounts reflected in the Subordinated Secured Convertible Promissory Note(s) (as may be amended from time to time, the "**Notes**") issued pursuant to the Subordinated Secured Note Purchase Agreement (as may be amended from time to time, the "**Purchase Agreement**") of even date herewith by and among the Company and the Purchaser(s), the parties agree as follows:

1. **Creation of a Security Interest.** As security for any and all obligations under the Notes to the Purchasers when due, whether by the passage of time or upon a properly delivered demand, the Company hereby grants to the Collateral Agent on behalf of the Purchasers, a security interest in the Collateral (as described in paragraph 2 below). Notwithstanding the foregoing, the security interest granted herein shall not extend to, and the term "Collateral" shall not include, any equipment or other property financed by a third party and with respect to which the security interest granted herein would be prohibited under the terms of the financing documents applicable thereto or any property that (a) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code (as defined in the Comerica Loan Agreement)), (b) the granting of a security interest therein is contrary to applicable law provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, or (c) constitutes LTI Collateral (as defined in the Comerica Agreement); provided that in no case shall the definition of "Collateral" exclude any Accounts (as defined in the Comerica Loan Agreement), proceeds of the disposition of any property (other than from the LTI Equipment (as defined in the Comerica Loan Agreement)), or general intangibles consisting of rights to payment.

2. **Collateral; Subordination.** For purposes of this Security Agreement, the "**Collateral**" that is subject to the security interest created hereby consists of any and all assets of the Company whether now owned or hereafter acquired (wherever located) and all proceeds thereof and all accessions to, and replacements for, the foregoing, and specifically includes, without limitation, (a) the registered intellectual property listed in **Annex I** attached hereto and incorporated herein by this reference and (b) the account in which the proceeds of the sale of the Notes are to be held under the terms of the Purchase Agreement. The Purchasers acknowledge that (i) the existing perfected security interest in the Collateral in favor of Comerica Bank granted pursuant to that certain Loan and Security Agreement dated as of October 7, 2008, as amended (the "**Comerica Loan Agreement**"), (ii) any existing perfected security interests in the Collateral in favor of Leasing Technologies International, Inc. granted pursuant to that certain Master Note

and Security Agreement dated as of April 30, 2007 (the "*LTI Agreement*"), (iii) any other perfected security interests in the Collateral existing as of the date hereof and (iv) any future security interests approved by a majority of the board of directors of the Company issued in connection with a future debt or equipment financing, in each case will be senior in priority to the Purchasers' security interests hereunder.

3. **The Company's Obligations.**

(a) The Company shall pay to the Purchasers all amounts due and owing to the Purchasers under the Notes both as to principal and as to interest, in accordance with the terms of same, when and as the same become due, whether by the passage of time or upon a properly delivered demand.

(b) Prior to the date hereof, the Company will have obtained any required consents from any senior secured debtors and ensured that the issuance and terms of the Notes and this Security Agreement do not contravene or result in an event of default under the instruments for any existing senior secured indebtedness.

(c) Without obtaining the prior written consent of the holders of at least 75% of the principal amount of the Notes then outstanding (the "*Requisite Holder(s)*"), the Company shall not:

(i) create, incur or assume any liability with respect to indebtedness for money borrowed other than purchase money equipment financing in connection with kiosk sales or leases and indebtedness that may be borrowed from time to time under the terms of the existing credit agreement with Comerica Bank, including, without limitation, Permitted Indebtedness (as defined in the Comerica Loan Agreement); or

(ii) violate any of the protective provisions set forth in the Company's Amended and Restated Certificate of Incorporation then in effect.

4. **Protection of the Collateral.** Until such time as the principal and interest on the Notes has been paid in full, the Company shall:

(a) Maintain the Collateral in good condition and repair, except as to merchandise or assets which are sold in the ordinary course of the Company's business;

(b) Promptly pay when due all taxes and assessments due upon the Collateral and for its use and operation;

(c) Keep such of the Collateral which is insurable adequately insured with a reputable insurance company against all insurable risks to which it is exposed;

(d) Execute and deliver from time to time any endorsements, assignments, financing statements and other writings (and pay promptly all related filing fees or similar costs and expenses) required by any Purchaser to perfect, maintain and protect the security interests

created hereunder and the priority thereof; and

(e) Except as to merchandise or assets which are sold in the ordinary course of the Company's business, not to surrender or lose possession of (other than to the Purchasers), sell, encumber, lease, rent, transfer or otherwise dispose of any Collateral or right or interest therein except as permitted under the Comerica Loan Agreement.

5. **Representations and Warranties by the Company.** The Company hereby represents and warrants to the Purchasers that, except for the security interest created by this Security Agreement and any security interest in favor of Comerica Bank or Leasing Technologies International, Inc. and Permitted Liens (as defined in the Comerica Loan Agreement), the Company is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral. The security interest granted pursuant to this Security Agreement will constitute a valid and continuing security interest in favor of the Purchasers in the Collateral for which perfection is governed by the Uniform Commercial Code or filing with the United States Patent and Trademark Office. Such security interest will be prior to all other liens on the Collateral, except for (a) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principles, (b) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords and other similar liens imposed by law incurred in the ordinary course of business for sums not overdue more than 45 days or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principles, (c) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business, (d) zoning restrictions, easements, rights-of-way, title irregularities and other similar encumbrances, which alone or in the aggregate are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Company, (e) banker's liens and similar liens (including set-off rights) in respect of bank deposits, (f) purchase money liens that will be discharged upon the Company's payment of the purchase price for the applicable property, to the extent such liens relate solely to the property so purchased and (g) any liens created or permitted under the Comerica Loan Agreement and the LTI Agreement.

6. **Default.** For purposes of this Security Agreement, the occurrence of any one of the following events (each, an "***Event of Default***") shall constitute a default hereunder and under the Notes: (a) any breach of any representations, warranties or covenants made in the Purchase Agreement or in this Security Agreement that have a material adverse effect on the Company's business or the Collateral; (b) any non-payment of the principal or interest on the Notes on a timely basis as contemplated by Section 1 of the Notes; (c) the insolvency of the Company and such insolvency is not dismissed or stayed within 30 days; (d) any default on other outstanding indebtedness of the Company in an amount greater than \$50,000 individually or in the aggregate; (e) filing of any bankruptcy or other reorganization or liquidation proceeding by the Company or, unless dismissed within 30 days of filing, the filing of any similar proceeding against the

Company; and (f) one or more judgments, decrees or orders (excluding settlement orders) for the payment of money shall be entered against the Company involving in the aggregate a liability of \$50,000 or more, and any such judgment, decree or order shall continue without discharge or stay for a period of 60 days.

7. Collateral Agent.

(a) Appointment. The Purchasers hereby appoint SRBA #1, L.P. and its affiliates as collateral agent for the Purchasers under this Security Agreement (in such capacity, the "*Collateral Agent*") to serve from the date hereof until the termination of the Security Agreement.

(b) Powers and Duties of the Collateral Agent, Indemnity by Purchasers.

(i) Each Purchaser hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein and as approved by the Requisite Holder(s) in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. The Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by them in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its partners, directors, officers or employees shall be liable or responsible to any Purchaser or to the Company for any action taken or omitted to be taken by the Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its partners, directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Company's compliance with any of the terms and conditions of this Security Agreement; (iv) the failure by Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Purchasers agrees to pay to the Collateral Agent, on demand, its Sharing Percentage (as defined below) of all fees and all expenses incurred in connection with the operation and enforcement of this Security Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by the Company. In the case of this Security Agreement and each instrument and document relating to any of the Collateral, each of the Purchasers and the Company hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral

Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

8. **Rights of the Collateral Agent.** Subject to the terms of that certain Subordination Agreement dated August 11, 2010 between Comerica Bank and the Purchasers:

(a) Upon the occurrence of any Event of Default, each Purchaser shall be entitled to declare, in the manner specified in such Purchaser's Note(s) and the Purchase Agreement, the debt secured hereby immediately due and payable, in each and every case without presentment, demand, protest, notice of acceleration, notice of intent to accelerate or any further or other notice of any kind, all of which are hereby waived. In addition to the right of acceleration and all other rights of the Purchasers, the Collateral Agent shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of California as of the date hereof, and the Collateral Agent shall be entitled to act with all of the rights and powers of the Purchasers. Without limitation of any of the foregoing, upon an Event of Default, the Collateral Agent may, at any time and from time to time, with or without judicial process and the aid or assistance of others, enter upon the premises of the Company and, without resistance or interference by the Company, take possession of the Collateral or dispose of any part or all of the Collateral on any such premises; or require the Company to assemble and make available to the Collateral Agent at the expense of the Company any part or all of the Collateral at any place or time designated by the Collateral Agent which is reasonably convenient to the Company.

(b) The Collateral Agent shall give the Company notice of the time and place of any public sale of the Collateral or of the time on or after which any private sale or other intended disposition is to be consummated, which notice shall be mailed, by first class mail, postage prepaid, to the Company in the manner set forth in Section 12(b) hereof at least ten (10) days prior to the time of such sale or other intended disposition.

(c) Each purchaser at any sale of the Collateral shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives, to the extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted and, to the extent permitted by law, any right which it may have to demand a hearing or other judicial or administrative proceeding prior to the enforcement by the Collateral Agent, of any of its rights and remedies hereunder. Any public or private sale of the Collateral or any part of it shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix in the notice of sale, and at any such sale the Collateral, or the portion thereof to be sold, may be sold in one lot, as an entirety or in separate parcels, as the Collateral Agent (in its sole and absolute discretion) may determine. If permitted by law, the Purchasers, or any of them, may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Collateral.

(d) The Collateral Agent shall not be obligated to make any sale of the

Collateral, or any part of it, if they determine not to do so, regardless of the fact that notice of sale of the Collateral may have been given. The Collateral Agent, may, without notice or publication, adjourn a public or private sale of the Collateral, or cause the same to be adjourned from time to time by announcement, at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(e) For purposes of clarification, any rights of the Collateral Agent set forth in this Security Agreement shall require the prior written consent of the Requisite Holder(s), and the Collateral Agent shall not, without obtaining the prior written consent of such Requisite Holder(s), institute foreclosure proceedings with respect to all or any portion of the Collateral or exercise any other rights or remedies under this Security Agreement.

(f) Subject to Section 7(e) above, so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Security Agreement, the Company hereby grants the Collateral Agent a limited power of attorney to take the following actions without notice to, or the consent of, the Company, to do any of the following on the Company's behalf:

(i) to pay or discharge any taxes or liens levied or placed on or threatened against the Collateral;

(ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent direct;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Company with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and to give such discharges or releases in connection therewith as the Collateral Agent may deem appropriate;

(vii) to assign any patent right included in the Collateral of the Company (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and

(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at the Collateral Agent's option and the Company's expense, any actions which the Collateral Agent reasonably deems

necessary to protect, preserve or realize upon the Collateral and the Purchasers' liens on the Collateral and to carry out the intent of this Security Agreement, in each case to the same extent as if the Collateral Agent is the absolute owner of the Collateral for all purposes.

The Company hereby ratifies whatever actions the Collateral Agent shall lawfully do or cause to be done in accordance with this Section 8. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

9. **Application of the Proceeds.** Subject to any perfected senior security interests, all proceeds of any sale of the Collateral by the Collateral Agent pursuant to Section 8 shall be applied as follows:

(a) First, to the payment of all fees and expenses incurred by such Collateral Agent in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Collateral Agent in connection therewith;

(b) Second, to the payment of accrued interest, if any, on the Notes held by all Purchasers, to the date of receipt of such proceeds;

(c) Third, to the payment of the outstanding principal balance of the Notes;
and

(d) Fourth, to the Company, or to any other party legally entitled thereto.

The Purchasers hereby agree that they will receive pro rata treatment in connection with all payments, distributions, collections or recoveries and all other matters relating to the Collateral hereunder. Each payment or distribution by or from or received in connection with the exercise of remedies hereunder in respect of the Collateral shall be shared and applied ratably in accordance with each Purchaser's Sharing Percentage. As used in this Security Agreement, "***Sharing Percentage***" means, as to any Purchaser and at the time of determination, the percentage equivalent of a fraction of which the numerator is the outstanding principal amount of the Note(s) held by such Purchaser at such time and the denominator is the aggregate outstanding principal amount of all Notes at such time.

10. **Further Assurances.** At the request of the Collateral Agent, the Company will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to the Collateral Agent such instruments constituting or evidencing items of the Collateral as may be requested by the Collateral Agent to better assure it with respect to the security interests granted pursuant to this Security Agreement. The Company will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly reregistered, rerecorded and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, and will pay all fees, charges, or taxes imposed with respect to any such

registration, recording or filing.

11. **Termination of the Security Interest.** The security interest created pursuant to this Security Agreement shall automatically terminate upon payment in full of the Notes to the Purchasers or otherwise upon conversion of the Notes in accordance with the terms thereof.

12. **Miscellaneous.**

(a) The Company waives any right to require Purchasers: (i) to proceed against any person, firm or corporation; (ii) to exhaust any Collateral it may hold at any time; (iii) to apply any Collateral in any order; or (iv) to pursue any other remedy whatsoever in a Purchaser's power. Neither this Security Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and the Requisite Holders; provided, however, additional purchasers of Notes under the Purchase Agreement shall become a party to this Security Agreement without any further action on behalf of the Company or the Requisite Holders.

(b) All notices, requests, demands and other communications hereunder shall be made and delivered as prescribed in the Purchase Agreement.

(c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(d) This Security Agreement shall be governed in all respects by the internal laws of the State of California, without regard to principles of conflicts of law.

(e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart.

(f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Purchasers and their assignees and shall not operate to the benefit of any other third party.

[Signature Page Follows]

The foregoing Security Agreement is hereby executed as of the date first above written.

COMPANY:

EMN8, INC.:

Name: 

Jeffrey C. Donahue, Secretary & CFO

PURCHASER AND COLLATERAL AGENT:

SRBA #1, L.P.

By: Hallman Management Trust
Its General Partner

By: _____

William P. Hallman, Jr., Trustee

PURCHASER:

MEDIA TECHNOLOGY VENTURES V (A), L.P.
MEDIA TECHNOLOGY VENTURES V (B), L.P.
MEDIA TECHNOLOGY ENTREPRENEURS FUND V, L.P.

By: MediaTech Management V, LLC, their
General Partner

By: _____

Spencer Tall, Managing Manager

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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COMPANY:

EMN8, INC.:

Name: _____
Jeffrey C. Donahue, Secretary & CFO

PURCHASER AND COLLATERAL AGENT:

SRBA #1, L.P.

By: Hallman Management Trust
Its General Partner

By: 
William P. Hallman, Jr., Trustee

PURCHASER:

MEDIA TECHNOLOGY VENTURES V (A), L.P.
MEDIA TECHNOLOGY VENTURES V (B), L.P.
MEDIA TECHNOLOGY ENTREPRENEURS FUND V, L.P.

By: MediaTech Management V, LLC, their
General Partner

By: _____
Spencer Tall, Managing Manager

[SIGNATURE PAGE TO SECURITY AGREEMENT]

The foregoing Security Agreement is hereby executed as of the date first above written.

COMPANY:

EMNS, INC.:

Name: _____
Jeffrey C. Donahue, Secretary & CFO

PURCHASER AND COLLATERAL AGENT:

SRBA #1, L.P.

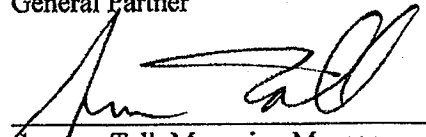
By: Hallman Management Trust
Its General Partner

By: _____
William P. Hallman, Jr., Trustee

PURCHASER:

MEDIA TECHNOLOGY VENTURES V (A), L.P.
MEDIA TECHNOLOGY VENTURES V (B), L.P.
MEDIA TECHNOLOGY ENTREPRENEURS FUND V, L.P.

By: MediaTech Management V, LLC, their
General Partner

By: 
Spencer Tall, Managing Manager

[SIGNATURE PAGE TO SECURITY AGREEMENT]

ANNEX I

EMN8, Inc.
 Patent and Trademark Status as of August 10, 2010

Docket No.	Status	Our Ref. No. / Serial No.	Title	Registration/ Application Date
Patent Filings:				
U.S. Patent Application	Pending; awaiting First Office Action	EMN8.012A 12/167,047	SKU TRANSLATION BETWEEN POINT OF SALE SYSTEMS IN KIOSK-BASED QUICK SERVICE RESTAURANT ENVIRONMENTS	07-02-2008
U.S. Patent Application	Pending; awaiting First Office Action	EMN8.015A 12/391,140	KIOSK DEVICE MANAGEMENT IN QUICK SERVICE RESTAURANT ENVIRONMENTS	02-23-2009
Provisional U.S. Patent Application	EXPIRED in favor of EMN8.016A / EMN8.016VPC	EMN8.016PR 61/082,409	SYSTEM AND METHOD OF PROVIDING DIGITAL MEDIA MANAGEMENT IN A QUICK SERVICE RESTAURANT ENVIRONMENT	07-21-2008
U.S. Patent Application	Pending; awaiting First Office Action	EMN8.016A	SYSTEM AND METHOD OF PROVIDING DIGITAL MEDIA MANAGEMENT IN A QUICK SERVICE RESTAURANT ENVIRONMENT	07-21-2008
PCT Patent Application	Pending	EMN8.016VPC	SYSTEM AND METHOD OF PROVIDING DIGITAL MEDIA MANAGEMENT IN A QUICK SERVICE RESTAURANT ENVIRONMENT	07-21-2008
Provisional U.S. Patent Application	EXPIRED in favor of EMN8.017A	EMN8.017PR 61/094,862	CUSTOMER-OPERATED ORDERING KIOSK HAVING MODULAR HARDWARE CONFIGURATION INCLUDING OVERLAY AND INLAY PLATES	09-05-2008
U.S. Patent Application	Pending; awaiting First Office Action	EMN8.017A 12/552,990	CUSTOMER-OPERATED ORDERING KIOSK HAVING MODULAR HARDWARE CONFIGURATION INCLUDING OVERLAY AND INLAY PLATES	09-02-2009

Docket No.	Status	Our Ref. No. / Serial No.	Title	Registration/ Application Date
U.S. Continuation Patent Application	Pending, First Office Action received.	EMN8.005C2C1 11/296,570	CUSTOMER-OPERATED ORDERING SYSTEM THAT SETS PRICES BASED ON CUSTOMER PROFILE	12-06-2005
U.S. Continuation Patent Application	Pending, Notice of Allowance Received.	EMN8.005C3 11/287,130	POINT OF SALE COMPUTER SYSTEM DELIVERING COMPOSITED TWO- AND THREE- DIMENSIONAL IMAGES	11-23-2005
Canadian Patent	Pending, First Office Action received.	EMN8.005QCA1 2489417	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ISSUES ADMISSION TICKETS BUT DOES NOT DISPENSE PRODUCTS	06-12-2003
Canadian Patent	Pending, First Office Action received.	EMN8.005QCA2 2489418	CUSTOMER-OPERATED ORDERING SYSTEM THAT SETS PRICES BASED ON CUSTOMER PROFILE	06-12-2003
Canadian Patent	Pending, First Office Action received.	EMN8.005QCA3 2489422	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ACCEPTS COUPONS WITH INTERACTIVE MULTIMEDIA PRESENTATION	06-12-2003
European Patent Application	Pending, Office Action response filed.	EMN8.005QEP3 03760396.6	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ACCEPTS COUPONS	06-12-2003
Japanese Patent Application	Abandoned	EMN8.005QJP1 2004-513881	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ISSUES ADMISSION TICKETS BUT DOES NOT DISPENSE PRODUCTS	06-12-2003
Japanese Patent Application	Abandoned	EMN8.005QJP2 2004-513882	CUSTOMER-OPERATED ORDERING SYSTEM THAT SETS PRICES BASED ON CUSTOMER PROFILE	06-12-2003
Japanese Patent Application	Abandoned	EMN8.005QJP3 2004-513886	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ACCEPTS COUPONS WITH INTERACTIVE MULTIMEDIA PRESENTATION	06-12-2003
U.S. Patent Application	Abandoned	EMN8.006A 10/461,141	CUSTOMER-OPERATED ORDERING SYSTEM AND METHOD THAT ACCEPTS COUPONS WITH INTERACTIVE MULTIMEDIA CONTENT	06-12-2003

4997970v.3
680587 v12/SD

Docket No.	Status	Our Ref. No. / Serial No.	Title	Registration/ Application Date
Trademark Filings:				
Certificate of Registration – Principal Register	Class 9, 42	EMN8.008T Reg. No 3,405,842	MARK: EMN8	04-01-2008
Certificate of Registration – Principal Register	Class 9, 42	EMN8.007T Reg. No 3,405,841	MARK: EMN8 and design	04-01-2008
Certificate of Registration – Principal Register	Class 9	EMN8.013T Reg. No. 3,615,777	MARK: ORDERM8	05-05-2009
Certificate of Registration – Principal Register	Class 9	EMN8.014T Reg. No. 3,615,778	MARK: MENUM8	05-05-2009
Japanese Trademark Registration	Class 9, 35, 37, 42	EMN8.007WJP Reg. No. 4871222	MARK: EMN8 and design	06-10-2005
European Trademark Registration	Class 9, 35, 42	EMN8.008WEU Reg. No. 003034766	MARK: EMN8	02-07-2006
Canadian Trademark Application	Class 9, 35, 42 Application Pending	EMN8.008WCA2 App. No. 1477957	MARK: EMN8	04-21-2010