

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
Modiv Media, Inc.		04/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ahold U.S.A., Inc.		
Street Address:	1385 Hancock Street		
City:	Quincy		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3106804		
Registration Number:	3167843	MOBILE LIME	
Serial Number:	77198384	MODIV MEDIA	
Serial Number:	77198387	MODIV	
Registration Number:	2878894	MOBILELIME	
Registration Number:	3366853	DELIVISION	
Registration Number:	3096301	CUESOL	
CORRESPONDENCE DATA			
Fax Number:	(717)260-1641		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		

OP \$190.00 3106804

ATTORNEY DOCKET NUMBER:	356/20808-0002
NAME OF SUBMITTER:	Sue Heberlig
Signature:	/SueHeb/
Date:	12/09/2010

Total Attachments: 11

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PATENT AND TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS PATENT AND TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement") is made as of the 21 day of April, 2010, between **MODIV MEDIA, INC.**, a Delaware business corporation, with offices at 1250 Hancock Street, Suite 502N, Quincy, Massachusetts 02169 ("Owner") and **AHOLD U.S.A., INC.**, a Maryland business corporation with offices at 1385 Hancock Street, Quincy, Massachusetts 02169 ("Lender").

WHEREAS, Owner has executed and delivered to Lender a Forbearance Agreement of even date herewith (the "Forbearance Agreement"), and to secure the complete and timely satisfaction of all existing and future indebtedness obligations of the Owner to Lender under the Forbearance Agreement and the Loan Documents (as defined in the Forbearance Agreement) (the "Liabilities"), Owner has agreed to grant to Lender a security interest in Owner's intellectual property as set forth herein.

NOW, THEREFORE, in consideration of the premises, Owner hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction and performance of the Liabilities, Owner hereby grants to Lender a security interest in and to all of Owner's right, title and interest in and to all the following, whether now existing or hereafter arising:

(a) Patent applications and patents, including without limitation those patent applications listed in **Schedule A** hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) and all rights and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and any future reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent (collectively called the "Patents");

(b) All state (including common law), federal and foreign trademarks, service marks and tradenames, and applications for registration of such trademarks, service marks, tradenames, trade dress, fictitious names and domain names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of verified statement of use, or the equivalent, for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), together with all goodwill associated therewith and all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as are described on **Schedule B** attached hereto), whether registered or unregistered and wherever registered, all damages and all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof (collectively called the "Trademarks" and, together with the Patents, the "Collateral");

(c) All general intangibles relating in any way to items (a) and/or (b) above;
and

(d) All proceeds of Collateral of every kind and nature and in whatever form.

2. The security interest created hereby shall be a present security interest in the Collateral and shall be coupled with a collateral assignment of the Collateral pursuant to a certain Collateral Assignment of Trademarks and Letters Patent by and between the Owner and Lender, also of even date herewith. Owner authorizes Lender to record this Agreement or any other document necessary for Lender to secure and perfect its rights in and lien against the Collateral with any and all appropriate governmental offices. Owner specifically authorizes Lender to record a lien against the European Patent referenced in **Schedule A**.

3. Owner covenants and warrants as follows:

(a) A true and correct list of all of the existing Collateral consisting of (i) patents and patent applications or registrations owned by Owner, in whole or in part, and (ii) trademarks, trademark registrations or applications owned by Owner, in whole or in part, is set forth in **Schedules A and B** attached hereto;

(b) The Collateral is subsisting has not been adjudged invalid or unenforceable, in whole or in part, and has not been abandoned;

(c) To Owner's knowledge, the Collateral is valid, unexpired and enforceable;

(d) Except for the security interest granted to Lender, the Owner is the sole and exclusive owner of all Collateral, free and clear of all liens, charges, encumbrances, licenses, covenants not to sue, co-existence agreements, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or the proceeds thereof;

(e) The Owner has the unqualified right to enter into the Agreement and perform its terms. The execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Owner, including any license agreement relating to the Collateral or any part thereof, in any material respect. Owner will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained, including but not limited to the obligation to assign present and future inventions;

(f) There are no legal actions or administrative proceedings pending or, to the Owner's knowledge, threatened before any court or administrative agency relating to the Collateral, or any part thereof;

(g) The Owner will defend its title to the Collateral against the claims of all persons whatsoever; and

(h) Upon completing of all necessary public filings, the liens and security interests of this Agreement will constitute first priority liens on the Collateral.

4. Owner agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any license or any other agreement which would cause a default under this Agreement, without Lender's prior written consent; provided that nothing in this Agreement shall prohibit licenses of the patents in the ordinary course of business.

5. If, before the Liabilities shall have been satisfied in full, Owner shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or in any of the other Collateral, the provisions of paragraph 1 shall automatically apply thereto and Owner shall give to Lender prompt notice thereof in writing.

6. Owner shall deliver to Lender within thirty (30) days of the last day of each fiscal quarter, a report signed by Owner, in form reasonably acceptable to Lender, listing any and all applications that Owner has made or filed in respect of any Collateral and the status of any outstanding applications or registrations. Owner shall promptly advise Lender of any material change in the composition of the Patents, including but not limited to any subsequent ownership right of the Owner in or to any Patent not specified in this Agreement. In addition to the quarterly reporting requirement set forth above, Owner shall deliver to Lender within five (5) business days of filing of any application with respect to registration of any Collateral in any foreign jurisdiction, which notice shall contain a description of the Collateral sufficient to support a perfection filing in such foreign jurisdiction.

7. Owner agrees to pay all maintenance fees for all Collateral in a timely manner.

8. Unless and until there shall have occurred and be continuing a default hereunder or under any of the Liabilities, Lender hereby grants to Owner the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents and to sublicense the Patents in the ordinary course of business for Owner's own benefit and account and for none other, and to use the Trademarks.

9. If any default on the part of Owner shall have occurred and be continuing hereunder, if an Event of Default under the Note has occurred and is continuing, and/or if Owner has failed to pay amounts due and owing under the Note on the Maturity Date (as defined in the Note), the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as entered in any jurisdiction in which the Collateral may be located and, without limiting the generality of the foregoing, the Lender may immediately, without further demand of performance and without other notice (except as set forth next below) or demand whatsoever to Owner, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, in the Commonwealth of Massachusetts or elsewhere, the Trademarks or the Patents, or any interest which Owner may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or the Patents all expenses

(including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to Owner. Notice of any sale or other disposition of the Trademarks or the Patents shall be given to Owner at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks or the Patents, which Owner hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of any note may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks or the Patent sold, free from any right of redemption on the part of Owner, which right is hereby waived and released.

10. Owner hereby irrevocably appoints Lender as Owner's attorney-in-fact, with full authority in the place and stead of Owner and in the name of Owner, from time to time in Lender's reasonable discretion, (i) to modify, in its sole discretion, this Agreement without first obtaining Owner's approval of or signature to such modification by amending **Schedules A** and **B** hereof, as appropriate, to include reference to any right, title or interest in any Collateral acquired by Owner after the execution hereof or to delete any reference to any right, title or interest in any Collateral in which Owner no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Owner where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Lender or a third party to the extent permitted under the Uniform Commercial Code effective in the applicable jurisdiction.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the Liabilities, including the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, renewal fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Owner upon 30 days' notice by Lender to Owner and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Note.

12. Owner shall have the duty to prosecute diligently any application for registration of trademarks and any patent applications of or for the Collateral pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on unpatented but patentable inventions and to make federal application on untrademarked but registrable trademarks and to preserve and maintain all rights in the Collateral, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Owner. The Owner shall not abandon any right to file a patent or trademark application, or any pending patent or trademark application or patent or trademark registration, without the consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

13. If Owner fails to comply with any of its obligations hereunder, Lender may do so in Owner's name or in Lender's name, but at Owner's expense, and Owner hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees incurred by Lender in protecting, defending and maintaining the Collateral.

14. At such time as Owner shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Owner all deeds, assignments and other instruments as may be necessary or proper to revest in Owner full title to the Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

15. No course of dealing between Owner and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Note, or by any other agreements between Owner and Lender or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 10.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts. For purposes of any action or proceeding involving this Agreement, each party hereby expressly submits to the non-exclusive jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens. **OWNER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER**

OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

[Signatures appear on following page]

WITNESS the execution hereof, under seal, as of the day and year first above written:

ATTEST:

OWNER:

MODIV MEDIA, INC.

By: _____ (SEAL)

Name:

Title:

Paul Schaut
Chairman & CEO

LENDER:

AHOLD U.S.A., INC.

By: _____ (SEAL)

Name:

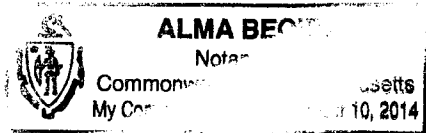
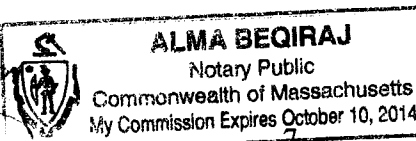
Title:

[Acknowledgements appear on following page]

ON this 21st day of April, 2010, before me the undersigned notary public, personally appeared Paul Schaut proved to me through satisfactory evidence of identification which was MA Driver Licence to be the person whose name is signed the attached document.

Notary Public

Alma Beqiraj



04/21/10

WITNESS the execution hereof, under seal, as of the day and year first above written:

ATTEST:

OWNER:

MODIV MEDIA, INC.

By:  (SEAL)

Name:

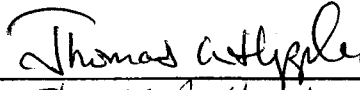
Title:

*Paul Schmitt
Chairman & CEO*

LENDER:

AHOLD U.S.A., INC.

JK
on

By:  (SEAL)

Name: Thomas A. Hippler

Title: EVP & General Counsel

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, _____ of Modiv Media, Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of Modiv Media, Inc.

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 7th day of MAY, 2010, before me, the undersigned notary public, personally appeared Thomas A. Hippler, EVP + General Counsel of Ahold U.S.A., Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as EVP + General Counsel of Ahold U.S.A., Inc.

Mary H. Grasen
Notary Public
My commission expires: 4-9-2015

SCHEDULE A

Modiv Media Patents and Patent Applications

Patent Applications Serial No.

United States

11/607,283	Service-Queue-Management and Production-Management System and Method
10/691,459	System Describing the Method of Generating Distributing and Redeeming Coupons in SMS (Short Message Service) MMS (Multi-Media Message) or Voice Formats for a Mobile Device
11/209,862	System and Method for User Controlled Log-In; Interacting and Log-Out
11/486,707	System and Method for Administering a Loyalty Program and Processing Payments
11/952,768	System for Queue and Service Management
12/195,209	Zone Tracking System and Method

Japan

2005-501,647	System and Method for Coordinating Transaction
2004-547,073	System for the distribution, redemption and use of electronic promotions

EU

06844783.8	System and method for integrating multiple customer ordering channels
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PCT

PCT/US2008/085221	System for service queue management
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SCHEDULE B

Modiv Media Trademarks and Trademark Applications

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
<u>United States</u>		
	3,106,804	
	3,167,843	MOBILELIME
77198384		MODIV MEDIA
77198387		MODIV
	2,878,894	MOBILELIME
	3,366,853	DELIVISION
	3,096,301	CUESOL
<u>WIPO</u>		
882598	882598	MOBILELIME
<u>CTM</u>		
4832259	4832259	Misc. Design
006486401	006486401	MODIV MEDIA
<u>Japan</u>		
A0003610		MOBILELIME
2006-001,694	5,012,505	Misc. Design
<u>Canada</u>		
1374790		MODIV