

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Collateral Lien (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketron Mobile LLC f/k/a FK, Inc.		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3418261	MINFO	
Registration Number:	3357369	MSONG	
Registration Number:	3288260	MSONG	
Registration Number:	3207758	MTALK	
Registration Number:	3207757	MVOTE	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	valerie.swanson@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3714166-4		

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**TRADEMARK
 REEL: 004433 FRAME: 0869**

NAME OF SUBMITTER:	Michael Owen
Signature:	/Michael Owen/
Date:	12/15/2010
Total Attachments: 9 source=marketron second lien#page1.tif source=marketron second lien#page2.tif source=marketron second lien#page3.tif source=marketron second lien#page4.tif source=marketron second lien#page5.tif source=marketron second lien#page6.tif source=marketron second lien#page7.tif source=marketron second lien#page8.tif source=marketron second lien#page9.tif	

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN (SECOND LIEN)**

This ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Acknowledgement"), dated as of November 30, 2010, is made by MARKETRON MOBILE LLC, a Delaware limited liability company f/k/a FK, Inc., a Delaware corporation ("Grantor"); in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "Secured Party").

RECITALS:

A. WBS GROUP LLC, a Delaware limited liability company ("WBS Group"), WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company ("WBS"), MARKETRON INTERNATIONAL, LLC, a Delaware limited liability company f/k/a Marketron International, Inc., a Delaware corporation ("Marketron"), MARKETRON BROADCAST SOLUTIONS, LLC, a Delaware limited liability company ("MBS"), and MBS GROUP HOLDINGS INC., a Delaware corporation ("MBS Group Holdings") (WBS Group, WBS, Marketron, MBS, and MBS Group Holdings sometimes hereinafter are referred to individually as each "Original Borrower" and collectively as the "Original Borrowers"); WICKS BROADCAST SOLUTIONS HOLDINGS, LLC ("Holdings"), a Delaware limited liability company, WBS GROUP HOLDINGS, LLC a Delaware limited liability company ("WBS Group Holdings"), and TAPSCAN, LLC an Alabama limited liability company ("Tapscan") (Holdings, WBS Group Holdings and Tapscan sometimes hereinafter are referred to individually as each "Original Guarantor" and collectively as the "Original Guarantors," and the Original Borrowers and the Original Guarantors sometimes hereinafter are referred to individually as each "Original Credit Party" and collectively as the "Original Credit Parties"); Secured Party and the other Lenders party thereto have entered into that certain Amended and Restated Second Lien Credit Agreement dated as of May 14, 2010 (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to the Credit Parties (as defined in the Credit Agreement).

B. Pursuant to that certain Second Lien Joinder and Assumption Agreement dated as of October 7, 2010, by and among the Original Credit Parties, Grantor, MARKETRON MOBILE HOLDINGS LLC, a Delaware limited liability company ("Marketron Mobile"), (Grantor and Marketron Mobile Holdings sometimes hereinafter are referred to individually as each "New Borrower" and collectively as the "New Borrowers"); MARKETRON GROUP HOLDINGS LLC, a Delaware limited liability company ("MBS Group LLC" or the "New Guarantor") (Original Credit Parties and the New Borrowers are sometimes collectively referred to therein as the "Credit Parties" and individually as a "Credit Party"), Secured Party and the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Joinder Agreement"), the New Borrowers have joined with and into the Credit Agreement as additional Borrowers and additional Credit Parties thereunder.

C. Pursuant to the Credit Agreement, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

D. Pursuant to the Section 7 of the Joinder Agreement, Grantor is required to execute and deliver this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.


3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

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IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien (Second Lien) to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

MARKTRON MOBILE LLC

By: 
Name: THOMAS P. KENNEDY
Title: V.P.

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Its: Christopher Blagg
Title: Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

MARETRON MOBILE LLC

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss:

On this 30th day of November, 2010 before me personally appeared THOMAS P. KEARNEY proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Marketron Mobile LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Notary Public



My Commission Expires:

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in New York County
Commission Expires May 24, 2012

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Name	<u>File Number</u>	Registration Number	Country of Registration	Effective Date of Registration
MINFO	78709409	3418261	United States	4/29/2009
MSONG	78709369	3357369	United States	12/18/2007
MSONG	78978897	3288260	United States	9/4/2007
MTALK	78709582	3207758	United States	2/13/2007
MVOTE	78709568	3207757	United States	2/13/2007

B. TRADEMARK APPLICATIONS

NONE.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

NONE.

B. COPYRIGHT APPLICATIONS

NONE.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

NONE.

B. PATENT APPLICATIONS

NONE.