

Assignment

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying Party entity type from Delaware Corporation to Delaware LLC erroneously identified as Corp previously recorded on Reel 004429 Frame 0779. Assignor(s) hereby confirms the Acknowledgement of Intellectual Property Collateral Lien (First 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

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: valerie.swanson@klgates.com  
 Correspondent Name: K&L Gates LLP  
 Address Line 1: P.O. Box 1135

## Assignment

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER: 3714166.0004

NAME OF SUBMITTER: Michael Owen

Signature: /Michael Owen/

Date: 12/20/2010

## Total Attachments: 2

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## RECEIPT INFORMATION

ETAS ID: TM190023

Receipt Date: 12/20/2010

Fee Amount: \$140

TRADEMARK

REEL: 004454 FRAME: 0117

## Assignment

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

TRADEMARK

## Assignment

<b>NAME OF SUBMITTER:</b>	Michael Owen
<b>Signature:</b>	/Michael Owen/
<b>Date:</b>	12/10/2010
<b>Total Attachments: 9</b> source=marketron first lien#page1.tif source=marketron first lien#page2.tif source=marketron first lien#page3.tif source=marketron first lien#page4.tif source=marketron first lien#page5.tif source=marketron first lien#page6.tif source=marketron first lien#page7.tif source=marketron first lien#page8.tif source=marketron first lien#page9.tif	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM189269
<b>Receipt Date:</b>	12/10/2010
<b>Fee Amount:</b>	\$140

TRADEMARK

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN (FIRST 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 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 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.

(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 (First 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. [unclear]  
Title: V.P.

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:

  
\_\_\_\_\_

Its:

Christopher Blagg

Title:

Authorized Signatory





**SCHEDULE I**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

**A. REGISTERED TRADEMARKS**

<b>Name</b>	<b>File Number</b>	<b>Registration Number</b>	<b>Country of Registration</b>	<b>Effective Date of Registration</b>
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.

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