

**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
XOS Technologies, Inc.		02/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	2010 North First Street, Suite 310
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: MARYLAND

Name:	Venture Lending & Leasing V, Inc.
Street Address:	2010 North First Street, Suite 310
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3442739	SPORTMOTION
Registration Number:	3259739	COLLEGIATE IMAGES OFFICIALLY LICENSED
Registration Number:	2839290	COLLEGIATE IMAGES
Serial Number:	78869767	XOS
Serial Number:	78869172	XOS
Serial Number:	78869759	XOS
Serial Number:	78869060	XOS
Serial Number:	78869764	XOS TECHNOLOGIES

OP \$340.00 3442739

Serial Number:	78869148	XOS TECHNOLOGIES
Serial Number:	78869799	TECHNOLOGY FOR WINNING
Serial Number:	78869805	TECHNOLOGY FOR WINNING
Serial Number:	78869776	TECHNOLOGY FOR WINNING
Serial Number:	78872187	XOSINSIGHT

**CORRESPONDENCE DATA**

Fax Number: (415)777-4961  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 981 1400  
Email: gkiviat@grmslaw.com  
Correspondent Name: Jeffrey T. Klugman  
Address Line 1: Four Embarcadero Center, Suite 4000  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	46109/0270 & 47558/0054
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	02/25/2011

Total Attachments: 11  
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source=XOS Technologies, Inc. - 56-0054#page2.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of February 18, 2011, by and between XOS TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("VLL5") and VENTURE LENDING & LEASING VI, INC. ("VLL6"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5 and VLL6, collectively as lender, and, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral") for purposes of this Agreement:

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

### 3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor 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 Grantor where permitted by law, and (iii) subject to the provisions of the Supplement to the Loan Agreement, after the occurrence and during the continuance of an Event of Default, to

transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor; provided, however, if such breach cannot readily be cured within such thirty (30) day period, Grantor shall have an additional sixty (60) days to cure such breach so long as Grantor is diligently pursuing such cure.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights: Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL5, on the one hand, and Grantor and VLL6, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL5 and VLL6. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL5 and VLL6, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL5 and VLL6, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL5 and/or VLL6 independently of one another. The security interests granted by Grantor to each of VLL5 and VLL6 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

59 Skyline Drive  
Lake Mary, FL 32746  
Attn: Chief Financial Officer

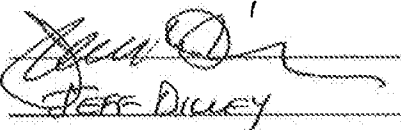
GRANTOR:

XOS TECHNOLOGIES, INC.

By:

Name:

Its:

  
Jeff Diney  
CFO

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By:

Name:

Its:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VI, INC.

By:

Name:

Its:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

59 Skyline Drive  
Lake Mary, FL 32746  
Attn: Chief Financial Officer

GRANTOR:

XOS TECHNOLOGIES, INC.

ORIGINAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

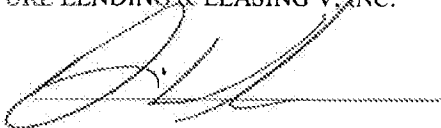
Its: \_\_\_\_\_

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By:  \_\_\_\_\_

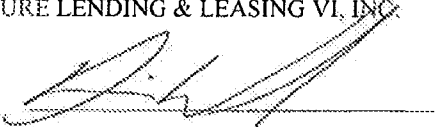
Name: David Wanek

Its: Vice President

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VI, INC.

By:  \_\_\_\_\_

Name: David Wanek

Its: Vice President



## EXHIBIT A

### Copyrights

1. XOS Funk 1 Loop
2. XOS Funk 1 Stinger
3. XOS Funk 2A Loop
4. XOS Funk 2A Stinger
5. XOS Funk 3 Loop
6. XOS Funk 3 Stinger
7. XOS HipHop 1 Loop
8. XOS HipHop 1 Stinger
9. XOS HipHop 2 Loop
10. XOS HipHop 2 Stinger
11. XOS HipHop 3 Loop
12. XOS HipHop 3 Stinger
13. XOS HipHop 4 Loop
14. XOS HipHop 4 Stinger
15. XOS Orchestral Loop
16. XOS Orchestral Stinger
17. XOS Web publishing platform
18. XOS Mobile application platform
19. XOS Tablet application platform
20. XOS Live Stats platform
21. XOS Video Box Score platform
22. XOS Licensing portal
23. XOS Sports Pro application(s)
24. XOS Thunder application(s)
25. XOS Director application(s)
26. XOS Vega application(s)
27. XOS Sagio Report application(s)
28. XOS Studio application(s)
29. XOS Player on Demand application(s)
30. XOS Command & Control application(s)
31. XOS Eagle Eye application(s)
32. XOS Play Action Simulator
  - o Game engine licensed pursuant to Electronic Arts, Inc. Technology License and Development Agreement by and between the Corporation and Electronic Arts, Inc. dated April 23, 2007.
  - o Copyright to specific modules owned by the Corporation
33. XOS Vault
  - o Base code and base product licensed pursuant to the License Agreement by and between the Company and Connectic, Inc. dated November 11, 2009
  - o Copyright to market specific enhancements owned by the Corporation

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
"System and Method for Correlation Editing of Event Video and Event Data"	US Provisional Patent App. No. 61299685	

EXHIBIT C

Trademarks

1. Trademark App. No. 78/869,767 for XOS (Design Mark) in IC 9
2. Trademark App. No. 78/869,172 for XOS (Design Mark) in IC 35 & 42
3. Trademark App. No. 78/869,759 for XOS (Word Mark) in IC 9
4. Trademark App. No. 78/869,060 for XOS (Word Mark) in IC 35 & 42
5. Trademark App. No. 78/869,764 for XOS TECHNOLOGIES (Word Mark) in IC 9
6. Trademark App. No. 78/869,148 for XOS TECHNOLOGIES (Word Mark) in IC 35 & 42
7. Trademark App. No. 78/869,799 for TECHNOLOGY FOR WINNING (Word Mark) in IC 35 & 42
8. Trademark App. No. 78/869,805 for TECHNOLOGY FOR WINNING (Word Mark) in IC 42
9. Trademark App. No. 78/869,776 for TECHNOLOGY FOR WINNING (Word Mark) in IC
10. Trademark App. No. 78/872,187 for XOSINSIGHT (Word Mark) in IC 16
11. Trademark Reg. No. 3,442,739 for SPORTMOTION (Word Mark) in IC 9
12. Trademark Reg. No. 3,259,739 for CI COMPANY LOGO (Flag Design & Word Mark)
13. Supplemental Trademark Reg. No. 2,839,290 for COLLEGAITE IMAGES (Word Mark)
14. ACCDIGITALNETWORK.COM
15. ACCDN.COM
16. BIG10DIGITALNETWORK.COM
17. BIG-10DIGITALNETWORK.COM
18. BIG10DN.COM
19. BIG-10DN.COM
20. BIG12DIGITALNETWORK.COM
21. BIG-12DIGITALNETWORK.COM
22. BIG12DN.COM
23. BIG-12DN.COM
24. BIGEASTDIGITALNETWORK.COM
25. BIGEASTDN.COM
26. BIGTENDIGITALNETWORK.COM
27. BIGTENDN.COM
28. COLLEGESPORTSMINUTE.COM
29. COLLEGESPORTSMINUTE.NET
30. COLLEGESPORTSMINUTE.TV
31. collegiateimages.net
32. collegiateimages.tv
33. CUSADIGITALNETWORK.COM
34. CUSADN.COM
35. HDSPORTS.BIZ
36. HDSPORTS.ORG
37. HDSPORTS.TV
38. MACDIGITALNETWORK.COM
39. MOUNTAINWESTDIGITALNETWORK.COM
40. MOUNTAINWESTDN.COM
41. MWCDIGITALNETWORK.COM
42. ONDEMANDCOLLEGESPORTS.COM
43. ONDEMANDTV.BIZ
44. ONDEMANDTV.ORG
45. ONDEMANDTV.US
46. PAC10DIGITALNETWORK.COM
47. PAC-10DIGITALNETWORK.COM

48. PAC10DN.COM  
49. PAC-10DN.COM  
50. PLAYERONDEMAND.COM  
51. SECDIGITALNETWORK.COM  
52. SECDN.COM  
53. SECDN.MOBI  
54. SECDOWNLOADS.COM  
55. SECKIDS.COM  
56. SECSPORTS.COM  
57. SECSPORTSMEDIA.COM  
58. SPORTSCLICKER.TV  
59. SPORTSDVDSUPERSTORE.COM  
60. SPORTSFIX.TV  
61. SPORTSGUIDE.BIZ  
62. SUNBELTDIGITALNETWORK.COM  
63. SUNBELTDN.COM  
64. TELESTRATE.COM  
65. THEFORBESREPORT.COM  
66. WACDIGITALNETWORK.COM  
67. WACDN.COM  
68. XOS.BIZ  
69. XOSAFFILIATENETWORK.COM  
70. XOSCENRAL.COM  
71. XOSCENRAL.COM  
72. XOSCOLLEGESPORTS.COM  
73. XOSCOLLEGESPORTSNETWORK.COM  
74. XOSSPORTSNETWORK.COM  
75. XOSCSN.COM  
76. XOSCORP.COM  
77. XOSDIGITAL.COM  
78. XOSDIGITAL.TV  
79. XOSDIGITALEXCHANGE.COM  
80. XOSDIGITALLABS.COM  
81. XOSDIGITALMEDIA.COM  
82. XOSDIGITALNETWORK.COM  
83. XOSDIGITALSPORTSNETWORK.COM  
84. XOSDIGITALXCHANGE.COM  
85. XOSDN.COM  
86. XOSDONOR.COM  
87. XOSECOM.COM  
88. XOSGUEST.COM  
89. XOSINC.COM  
90. XOSN.NET  
91. XOSNET.NET  
92. XOSSPORTS.COM  
93. XOSRECRUIT.COM  
94. XOSRECRUITING.COM  
95. XOSSOFT.COM  
96. XOSSOFT.NET  
97. XOSSPORT.COM  
98. XOSSPORTS.COM

- 99. XOSSTATS.COM
- 100. XOSSTREAMING.COM
- 101. XOSSTUDIO.COM
- 102. XOSSUPPORT.COM
- 103. XOSTECH.BIZ
- 104. XOSTECH.COM
- 105. XOSTECH.NET
- 106. XOSTECHNOLOGIES.COM
- 107. XOSTICKETS.COM
- 108. XOSTV.COM
- 109. XOSUNIVERSITY.COM
- 110. XOSVAULT.COM
- 111. XOSVIDEO.COM
- 112. XOSVIDEOEXCHANGE.COM

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JTK/389651.3

**RECORDED: 02/25/2011**

**TRADEMARK**  
**REEL: 004487 FRAME: 0041**