

**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
Outcast Media, Inc.		02/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CM Shareholder Holdings, Inc.		
Street Address:	1801 Century Park East, Suite 1600		
Internal Address:	ATTN: TroyGould PC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77669916	OUTCAST MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(310)201-4746		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-553-4441		
Email:	sgold@troygould.com		
Correspondent Name:	Sharon R. Gold		
Address Line 1:	1801 Century Park East		
Address Line 2:	Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	2560-1		
NAME OF SUBMITTER:	Sharon R. Gold		
Signature:	/Sharon R. Gold/		

OP \$40.00 77669916

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**TRADEMARK**  
 REEL: 004489 FRAME: 0209

Date:

03/02/2011

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 1, 2011 (the "Effective Date") by and between CM SHAREHOLDER HOLDINGS, INC. ("Grantee") and OUTCAST MEDIA, INC. ("Grantor").

### RECITALS

A. Captive Media Network, LLC, a Delaware limited liability company ("Buyer"), and Grantee entered into that certain Second Amended and Restated Secured Purchase Promissory Note in favor of Grantee of even date herewith ("Note").

B. Grantee would not have agreed to amend and restate the Note unless Grantor, which is the affiliate of Buyer, guaranteed the Note pursuant to a certain Guaranty of Payment and Performance (the "Guaranty") and granted to Grantee a security interest in all of its assets, including certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below), pursuant to that certain Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement).

C. Grantor is directly interested in the Note and will directly benefit as a result of Grantee's agreeing to amend and restate the terms of the Note.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Grantee a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty, Grantor grants and pledges to Grantee a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

Grantor represents and warrants as follows: Exhibit A sets forth a list of all of Grantor's U.S. and foreign registered copyrights and U.S. and foreign applications for registration of copyrights; Exhibit B sets forth a list of all of Grantor's U.S. and foreign patents and patent applications; Exhibit C sets forth a list of all of Grantor's U.S., foreign and state registered trademarks and applications for registration of trademarks; and Exhibit D sets forth a list of all of Grantor's registered mask works and applications for registration of mask works.

This security interest is granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other documents related to the Security Agreement, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein or in the Security Agreement or any the other documents related to the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Grantee of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other documents related to the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together constitute one Intellectual Property Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

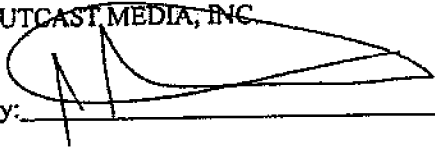
GRANTOR:

Address of Grantor:

3015 Main Street, Suite 350  
Santa Monica, CA 90404

Attn: \_\_\_\_\_

OUTCAST MEDIA, INC.

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

Title: CEO \_\_\_\_\_

GRANTEE:

Address of Grantee:

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

Attn: \_\_\_\_\_

CM SHAREHOLDER HOLDINGS, INC.

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

OUTCAST MEDIA, INC.

Address of Grantor:

3015 Main Street, Suite 350  
Santa Monica, CA 90404

Attn: \_\_\_\_\_

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

Title: \_\_\_\_\_

GRANTEE:

CM SHAREHOLDER HOLDINGS, INC.

Address of Grantee:

1801 Century Park East, Suite 1608  
Los Angeles CA 90067

Attn: c/o Troy Gould PC

By: Eugene Liden

Title: President

*Signature Page to Intellectual Property Security Agreement*

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Ref #	Applicant	Reference	Application Number	Country Files
VST.001C1C1	VST International, Inc.*	Audio/Video Display Equipment For Gas Pumps	12/389,300	US
VST.006PR	OMI	Target Point of Sale (POS) Advertisements	61/306,403	US

\* Assignment to Grantor signed and to be filed wit the US Patent Office.



EXHIBIT C

Trademarks

Mark	Serial No.	Date Filed	Owner	Status
OUTCAST MEDIA**	77669916	2/13/09	Outcast Media International, Inc	Live

\*\* To be assigned to the Grantor on the date hereof.

EXHIBIT D

Mask Works

None

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