

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RMG Networks, Inc.		04/11/2011	CORPORATION: DELAWARE
Reach Media Group Holdings, Inc.		04/11/2011	CORPORATION: DELAWARE
Airport Media Acquisition Corp.		04/11/2011	CORPORATION: DELAWARE
EMN Acquisition Corporation		04/11/2011	CORPORATION: DELAWARE
Executive Media Network, Inc.		04/11/2011	CORPORATION: NEW YORK
Corporate Image Media, Inc.		04/11/2011	CORPORATION: NEW YORK
Prophet Media, LLC		04/11/2011	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Obsidian Agency Services, Inc.
Street Address:	c/o Tennenbaum Capital Partners , 2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3245008	IDEACAST
Registration Number:	3214394	NATIONAL HEALTHCLUB NETWORK
Serial Number:	77395203	PLACE-BASED WEB
Serial Number:	77610273	DANOO
Serial Number:	77754774	CUPPIES
Serial Number:	77788442	REACH
Serial Number:	77788451	RMG
Serial Number:	77788465	REACH MEDIA GROUP

TRADEMARK

900189045

REEL: 004520 FRAME: 0065

OP \$340.00 3245008

Serial Number:	77808425	RMG REACH MEDIA GROUP
Serial Number:	77856058	RMG NETWORKS
Serial Number:	85027433	RMG NETWORKS
Serial Number:	85027450	RMG NETWORKS
Serial Number:	85090955	REACH MEDIA GROUP

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	077341-0001
NAME OF SUBMITTER:	Marisa Davidson (077341-0001)
Signature:	/kc for md/
Date:	04/12/2011

Total Attachments: 6
source=Trademark Security Agreement for RMG Networks, Inc. and others#page1.tif
source=Trademark Security Agreement for RMG Networks, Inc. and others#page2.tif
source=Trademark Security Agreement for RMG Networks, Inc. and others#page3.tif
source=Trademark Security Agreement for RMG Networks, Inc. and others#page4.tif
source=Trademark Security Agreement for RMG Networks, Inc. and others#page5.tif
source=Trademark Security Agreement for RMG Networks, Inc. and others#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 11, 2011 (this "*Agreement*"), among RMG NETWORKS, INC. (the "*Borrower*"), REACH MEDIA GROUP HOLDINGS INC. ("*Holdings*") and the Subsidiaries of Holdings and the Borrower and each other entity from time to time party hereto (together with Holdings and the Borrower, each a "*Grantor*", and collectively, the "*Grantors*"), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 11, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of April 11, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and Obsidian Agency Services, Inc., as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

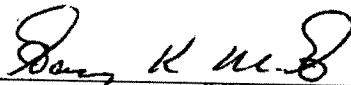
SECTION 4. *Effectiveness of EMN Subsidiaries.* The execution and delivery of this Agreement by EMN Acquisition Corporation, Executive Media Network, Inc., Corporate Image Media, Inc. and Prophet Media, LLC shall become effective immediately upon the effectiveness of the merger of Airport Media Acquisition Corp. with and into EMN Acquisition Corporation.

[Remainder of this page intentionally left blank]

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


Borrower:

RMG NETWORKS, INC.

By: 
Name:
Title:

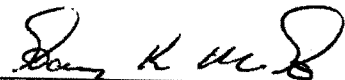
Holdings:

REACH MEDIA GROUP HOLDINGS, INC.


By: 
Name:
Title:

Subsidiary Guarantors:

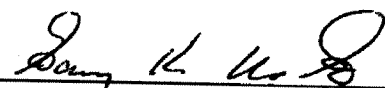
AIRPORT MEDIA ACQUISITION CORP.

By: 
Name:
Title:

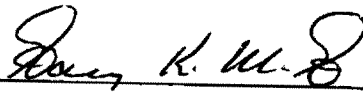
EMN ACQUISITION CORPORATION

By: 
Name:
Title:

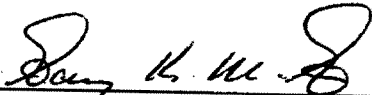
EXECUTIVE MEDIA NETWORK, INC.

By: 
Name:
Title:

CORPORATE IMAGE MEDIA, INC.

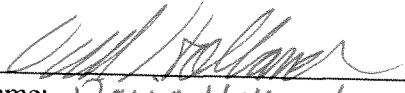
By: 
Name:
Title:

PROPHET MEDIA, LLC

By: 
Name:
Title:

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC.

By: 
Name: Dana Hollander
Title: Vice President

Schedule I

I. Trademarks

RMG Networks, Inc.

<u>Docket #</u>	<u>Mark Name</u>	<u>Application #</u>	<u>Filed Date</u>	<u>Registration #</u>	<u>Registered Date</u>
DANO0018T	IdeaCast	78/961,360	8/27/2006	3,245,008	5/22/2007
DANO0019T	National HealthClub Network	78/917,428	6/27/2006	3,214,394	2/27/2007

NOTE: No other Grantors besides RMG Networks, Inc. own any Trademarks.

II. Trademark Applications

RMG Networks, Inc.

<u>Docket #</u>	<u>Mark Name</u>	<u>Application #</u>	<u>Filed Date</u>
DANO0006T	PLACE-BASED WEB	77/395,203	2/12/2008
DANO0007T	Danoo (logo)	77/610,273	11/7/2008
DANO0008T	Cuppies	77/754,774	6/8/2009
DANO0010T-SCH	SEARCH: Revolution Media Group, Ionic Media Group, Pomegrana		
DANO0011T	REACH	77/788,442	7/23/2009
DANO0012T	RMG	77/788,451	7/23/2009
DANO0013T	REACH MEDIA GROUP	77/788,465	7/23/2009
DANO0014T	RMG (logo)	77/808,425	8/19/2009
DANO0015T	RMG Networks	77/856,058	10/23/2009
DANO0016T	RMG Networks Logo (Horizontal)	85/027,433	4/30/2010
DANO0017T	RMG Networks Logo (Vertical)	85/027,450	4/30/2010
DANO0020T	REACH MEDIA GROUP	85/090,955	7/22/2010

NOTE: No other Grantors besides RMG Networks, Inc. have filed for any Trademarks.

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Expiration Date</u>
None.					