

## 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
Universal Media Syndicate, Inc.		01/22/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Rodney L. Napier		
Street Address:	6494 Friarsgate Drive		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44718		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85445472	CLEAR CAST	
Serial Number:	85445469	CLEAR-CAST	
Serial Number:	85503131	BBT BRILLIANTBUILT TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(330)244-1173		
Phone:	330-244-1174		
Email:	docket@sandandsebolt.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sand & Sebolt		
Address Line 1:	4940 Munson St., NW		
Address Line 2:	Aegis Tower, Suite 1100		
Address Line 4:	Canton, OHIO 44718-3615		
ATTORNEY DOCKET NUMBER:	2523021US1AK		
NAME OF SUBMITTER:	Joseph A. Sebolt		

OP \$90.00 85445472

Signature:	/josephasebolt/
Date:	01/31/2012
Total Attachments: 4 source=2523021US1AK-ASSIGNMENT-UMS#page1.tif source=2523021US1AK-ASSIGNMENT-UMS#page2.tif source=2523021US1AK-ASSIGNMENT-UMS#page3.tif source=2523021US1AK-ASSIGNMENT-UMS#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 26, 2012 by and between Rodney L. Napier ("Secured Party") and Universal Media Syndicate, Inc. ("Grantor").

### **RECITALS**

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Arthur Middleton Capital Holdings, LLC, Heat Surge, LLC and Grantor (the "Loans") in the amounts and manner set forth in that certain Promissory Note by and between Secured Party, Arthur Middleton Capital Holdings, LLC, Heat Surge, LLC and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Promissory Note"; capitalized terms used herein are used as defined in the Promissory Note). 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 certain Patents, Trademarks, and Copyrights to secure the obligations of Grantor under the Promissory Note.

B. Pursuant to the terms of the that certain Security Agreement by and between Secured Party and Grantor 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, and together with the Promissory Note and all other documents, instruments, certificates and agreements executed and/or delivered by Grantor or any third party in favor of Secured Party in connection with the Loan, the "Loan Documents".) Grantor has granted to Secured Party 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 Promissory Note, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Promissory Note, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Patents, Trademarks and Copyrights listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

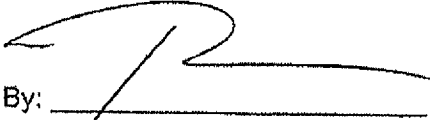
This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, 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 Secured Party 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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.

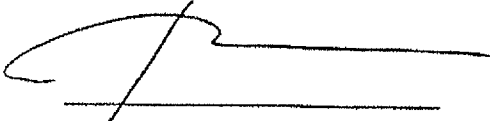
Grantor: Universal Media Syndicate, Inc.

Address of Grantor:  
800 Freedom Ave.  
Canton, OH 44720

  
By: \_\_\_\_\_  
Name:  
Title:

Secured Party: Rodney L. Napier

Address of Secured Party:  
6494 Friarsgate Drive  
Canton, OH 44718

  
\_\_\_\_\_

**EXHIBIT A TO SECURITY AGREEMENT**

**PATENT**

<u><b>DATE PATENT APPLICATION FILED</b></u>	<u><b>PRODUCT</b></u>	<u><b>Company</b></u>	<u><b>SERIAL NUMBER</b></u>
01/17/12	Bowtie Antenna	Universal Media Syndicate, Inc. dba Brilliant Built Technologies	61/587,415

**TRADEMARKS**

<u><b>FILING DATE</b></u>	<u><b>MARK</b></u>	<u><b>OWNER</b></u>	<u><b>APP. NUMBER</b></u>	<u><b>REG. NUMBER</b></u>	<u><b>REG. DATE</b></u>
10/12/11	CLEAR-CAST LOGO	Universal Media Syndicate, Inc.	85445472		
10/12/11	CLEAR-CAST (WORD MARK)	Universal Media Syndicate, Inc.	85445469		
12/23/2011	BRILLIANT BUILT TECHNOLOGIES LOGO	Universal Media Syndicate, Inc.	85503131		

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