

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
AKOO INTERNATIONAL, INC.		01/20/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	DONALD R. WILSON, JR. 2002 TRUST
Street Address:	540 W. MADISON STREET, SUITE 2500
Internal Address:	DONALD R. WILSON, JR., TRUSTEE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	TRUST: ILLINOIS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3177979	BEAT BOX
Registration Number:	3218620	AKOO
Registration Number:	3262044	FIND IT. HEAR IT. SEE IT.
Registration Number:	4035210	TEXT IT. HEAR IT. SEE IT.
Registration Number:	3343449	M-VENUE
Registration Number:	3503233	TEXT REWARDS
Registration Number:	3703700	TEXT YOUR SONG!
Registration Number:	3880179	AKOO
Serial Number:	85447312	THE AKOO GIFT
Serial Number:	85447311	THE GIFT
Serial Number:	85447307	AKOOTV
Serial Number:	85447306	AKOO, THE COOLEST TV NETWORK ANYWHERE
Serial Number:	85445100	AKOO ... HOOK ME UP

OP \$565.00 3177979

Serial Number:	85445097	AKOO HOOKS YOU UP
Serial Number:	78475455	BEAT BOX
Serial Number:	78470138	AKOO
Serial Number:	78470130	FIND IT. HEAR IT. SEE IT.
Serial Number:	77130001	TEXT IT. HEAR IT. SEE IT.
Serial Number:	77130028	M-VENUE
Serial Number:	77129998	TEXT REWARDS
Serial Number:	77129979	TEXT YOUR SONG!
Serial Number:	77090580	AKOO

CORRESPONDENCE DATA

Fax Number: (312)878-0325
Email: jmcgivney@rmczlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Roberts McGivney Zagotta LLC
Address Line 1: 55 W. Monroe Street, Suite 1700
Address Line 2: Kamel Aranki
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	KAMEL ARANKI
Signature:	/KAMEL ARANKI/
Date:	02/06/2012

Total Attachments: 6
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**SECURITY INTEREST IN
TRADEMARKS**

This **SECURITY INTEREST IN TRADEMARKS** is made effective as of this 20th day of January 2012, by and between AKOO INTERNATIONAL, INC., an Illinois corporation, having its principal office at 5600 North River Road, Suite 900, Rosemont, Illinois 60018 (the "Grantor") and DONALD R. WILSON, JR. AS TRUSTEE OF THE DONALD R. WILSON, JR. 2002 TRUST, DATED OCTOBER 15, 2002, having its principal office c/o Donald R. Wilson, Jr., 540 W. Madison, Suite 2500, Chicago, Illinois 60661 (the "Lender").

RECITALS

A. Pursuant to the Secured Borrowing and Security Agreement dated of even date herewith, by and between Grantor, as the borrower, and Lender, as the lender (as it may be amended, modified or supplemented, the "Loan Agreement"), Lender has agreed to, among other things, to extend the maturity date of certain loans in the aggregate amount of \$59,000,000 and has agreed to provide to Grantor a new loan in the amount \$10,000,000.

B. The Loan Agreement provides, *inter alia*, that Grantor will grant to and in favor of Lender a security interest in certain collateral of Grantor to secure Grantor's obligations under the Loan Agreement.

C. As further assurance of Lender's security interest in the intellectual property of Grantor, Grantor and Lender have agreed to enter into this Security Interest in Trademarks.

NOW THEREFORE, in consideration of the preceding background, the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender agree as follows:

1. Reference to Loan Agreement. Capitalized terms not specifically defined herein have that meaning given to such terms under the Loan Agreement.

2. UCC Security Interest. To secure the complete and timely payment and satisfaction of all Obligations, Grantor hereby grants a continuing first priority security interest ("Security Interest") in all of Grantor's right, title and interest in and to all of its intellectual property now owned or existing or filed and hereafter acquired or arising or filed, including:

a. service marks, trademarks, service mark and trademark registrations, trade names and trademark applications, including, without limitation, the service marks and trademarks and registrations and applications listed on Exhibit A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world except as to those to which an unaffiliated third party has a reversionary interest (all of the foregoing

service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and

b. the goodwill of Grantor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Grantor agrees that until all Obligations shall have been satisfied in full, Grantor will not, without Lender's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Grantor's obligations under this Security Interest or which is prohibited under the terms of the Loan Agreement, and Grantor further agrees that it will not take any action, or knowingly permit any action to be taken by others, subject to its control, including licensees, or knowingly fail to take any action, which would affect the validity or enforcement of the rights of the Lender under this Security Interest.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Exhibit A constitute all of the Trademarks and applications now owned by Grantor. If, before all Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, or trade names, or (ii) become entitled to the benefit of any trademark application, trademark, or trademark registration, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. The parties may modify this Security Interest by amending Exhibit A to include any future trademarks, trademark registrations, trademark applications and trade names, which are Trademarks under Section 2 above or under this Section 4.

5. Royalties; Term. Grantor hereby agrees that the use by Lender of all Trademarks as described above following and during the continuation of an Event of Default under the Loan Agreement shall be, for all U.S. federal registrations, the United States and its territories and possessions; and for all state registrations and common law marks, the applicable state and common law territory, without any liability to Grantor for royalties or other related charges from Lender. The term of the Security Interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the date on which all Obligations have been paid in full.

6. Lender's Right to Inspect. Until all Obligations have been paid in full, Lender shall have the reasonable right, at any time during regular business hours and from time to time, to inspect Grantor's premises, subject to all applicable law, and to examine Grantor's books, records and operations, including, without limitation, Grantor's quality control processes as described in the Loan Agreement. Until all Obligations have been paid in full, Grantor agrees (i) not to sell or assign its interest in, or grant any license under the Trademarks without the prior written consent of Lender, except in the ordinary course of business; (ii) to maintain the quality of any and all products and materials in connection with which the Trademarks are used, consistent with quality of said products and materials as of the date hereof, (iii) not to materially adversely change the quality of said products and materials without Lender's express written consent, which consent shall not be unreasonably conditioned, withheld or delayed; and (iv) to

provide Lender, upon request, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

7. Instruments Confirming Title. This Security Interest is made for collateral purposes only and Lender's rights hereunder as Lender shall arise only upon the occurrence and continuation of an Event of Default. Upon payment in full of all Obligations, Lender shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to confirm Grantor's full title to the Trademarks subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Grantor. Grantor shall have the reasonable duty (i) to prosecute diligently any trademark application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated; (ii) to preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any Trademark without the consent of Lender which consent shall not be unreasonably conditioned, withheld or delayed.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Security Interest are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Interest in any jurisdiction.

11. Modification. This Security Interest cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. Power of Attorney: Effect on Loan Agreement. Grantor hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) during the continuation of an Event of Default, endorse Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Lender or its successors or assigns of the Trademarks, or (ii) take any other actions with respect to the Trademarks as the Lender reasonably deems in the best interest of the Lender, (iii) during the continuation of an Event of Default, grant or issue of any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) during the continuation of an Event of Default, assign, pledge, convey or

otherwise transfer title in or dispose of the Trademarks to anyone, including Lender. Lender hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full. Grantor acknowledges and agrees that this Security Interest is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Interest, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.


14. Binding Effect: Benefits. This Security Interest shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Lender, its nominees, successors and assigns.

15. Governing Law. This Security Interest shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction that interprets agreements against the draftsman.

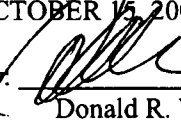
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Security Interest to be signed and sealed on the day and year first above written.

GRANTOR:
AKOO INTERNATIONAL, INC.

By: 
Niko Drakoulis, Chief Executive Officer

LENDER:
DONALD R. WILSON, JR. 2002 TRUST DATED
OCTOBER 15, 2002

By: 
Donald R. Wilson, Jr., Trustee

(Signature Page to Security Interest in Trademarks)

TRADEMARK
REEL: 004711 FRAME: 0165

EXHIBIT A

Jurisdiction	Mark	Serial Number/ Registration Number	Filing Date/ Registration Date
U.S.	The Akoo Gift	85447312	October 14, 2011
U.S.	The Gift	85447311	October 14, 2011
U.S.	Akoo TV	85447307	October 14, 2011
U.S.	Akoo, The Coolest TV Network Anywhere	85447306	October 14, 2011
U.S.	Akoo...Hook Me UP	85445100	October 12, 2011
U.S.	Akoo Hooks You UP	85445097	October 12, 2011
U.S.	Beat Box	78475455/3177979	August 30, 2004/ November 28, 2006
U.S.	Akoo	78470138/3218620	August 19, 2004/ March 17, 2007
U.S.	Find It. Hear It. See It.	78470130/3262044	August 19, 2004/ July 10, 2007
U.S.	Text it. Hear it. See it.	77130001/4035210	March 13, 2007/ October 4, 2011
U.S.	m-venue	77130028/3343449	March 13, 2007/ November 27, 2007
U.S.	Text Rewards	77129998/3503233	March 13, 2007/ September 16, 2008
U.S.	Text Your Song!	77129979/3703700	March 13, 2007/ October 27, 2009
U.S.	Akoo	77090580/3880179	January 24, 2007/ November 23, 2010