

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
Sportsmedia Technology Corporation		02/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	2501 Blue Ridge Road, Suite 150
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27607
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2077543	AUTOGRAPH
Registration Number:	3946799	DATA MATRIX SWITCHBOARD
Registration Number:	3946800	DMX SWITCHBOARD
Registration Number:	3950199	GOTO
Registration Number:	4033511	ISO TRACK
Registration Number:	4061711	SMART
Registration Number:	4024935	SMT
Registration Number:	4061459	SMT
Registration Number:	2880857	SPORTSMEDIA
Registration Number:	4057555	VISUAL DATA INTELLIGENCE
Registration Number:	2146287	IDS

CORRESPONDENCE DATA

Fax Number: (919)821-6800

OP \$290.00 2077543

Phone: 9198211220

Email: kovies@smithlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kelli A. Ovies

Address Line 1: P.O. Box 2611

Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:

Kelli A. Ovies

Signature:

/kovies/

Date:

03/12/2012

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 1, 2012, by and between **FIFTH THIRD BANK**, an Ohio banking corporation ("**Bank**"), and **SPORTSMEDIA TECHNOLOGY CORPORATION**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement;" capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks 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, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents (as that term is defined in the Loan Agreement), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

SPORTSMEDIA TECHNOLOGY CORPORATION

3511 University Drive
Durham, NC 27707

By: *Grand J. Hall*

Title: *President*

BANK:

Address of Bank:

FIFTH THIRD BANK

2501 Blue Ridge Road, Suite 150
Raleigh, NC 27607

By: *Robert Warren*

Title: *Vice President*

EXHIBIT A

SMT AND IDS: SCHEDULE OF INTELLECTUAL PROPERTY

I. Trademarks

A. SMT

<u>Mark</u>	<u>Registration Number</u>	<u>Original Registration Date</u>
1. Autograph	2077543	July 8, 1997
2. Data Matrix Switchboard	3946799	April 19, 2011
3. DIVA	App. #77017146	Pending
4. DMX Switchboard	3946800	April 19, 2011
5. GOTO	3950199	April 26, 2011
6. ISO Track	4033511	October 4, 2011
7. Punch DMX	3946861	April 19, 2011
8. SMART	4061711	July 27, 2004
9. SMART-HD	4061712	June 22, 2004
10. SMT	4024935	September 13, 2011
11. SMT (Logo)	4061459	November 22, 2011
12. SportsMEDIA	2880857	September 7, 2004
13. Visual Data Intelligence	4057555	November 15, 2011
14. Visual Intelligence	App. #85161190	Pending

B. IDS

<u>Mark</u>	<u>Registration Number</u>	<u>Original Registration Date</u>
1. IDS	2146287	March 24, 1998
2. SPORTBUG	3585761	March 10, 2009

II. Patents

A. SMT

<u>Title</u>	<u>Registration Number</u>	<u>Original Registration Date</u>
1. Scoring System	5504312	April 2, 1996
2. System and Method for Inserting Content Into an Image Sequence	7116342	October 3, 2006
3. Video Event Statistic Tracking System	7868914	January 11, 2011

B. IDS

None