

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
Advanced Interactive Systems, Inc.		08/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Anderson Mezzanine Partners (QP) LP		
Street Address:	909 Third Avenue		
Internal Address:	Suite 3018		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3465323	ADVANCED INTERACTIVE SYSTSEMS AIS	
Registration Number:	3410706	AIS	
Registration Number:	2814954	AS REAL AS IT GETS	
Registration Number:	3287088	PRISIM	
Registration Number:	3435096	PRISIM SUITE	
Registration Number:	3160038	REALITY RESPONSE	
Registration Number:	3034994	SHOOTBACK	
Registration Number:	2805089	SVS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		

CH \$215.00 3465323

Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049280-0000
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	04/20/2012

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of August 9, 2010, by ADVANCED INTERACTIVE SYSTEMS, INC., a Delaware corporation, located at 665 Andover Park W, Tukwila, WA 98188, and SRI ACQUISITION CORP., a Nevada Corporation, located at 665 Andover Park W, Tukwila, WA 98188 (individually, a "**Pledgor**", and, collectively, the "**Pledgors**"), in favor of KAYNE ANDERSON MEZZANINE PARTNERS (QP) LP, a Delaware limited partnership, located at 909 Third Avenue, Suite 3018, New York, NY 10022, in its capacity as collateral agent (together with its successors in such capacity, the "**Collateral Agent**") pursuant to the Purchase Agreement (such term and each other capitalized term used but not defined herein having the meaning given to it in the Guarantee and Collateral Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Pledgors, among others, are party to a Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") in favor of the Collateral Agent, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into the Purchase Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants, as collateral security for the payment and performance in full of all such Pledgor's Obligations (as defined in the Purchase Agreement), to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor, wherever located, and whether now existing or hereafter existing or acquired from time to time:

(a) all trademarks, service marks, slogans, logos, collective marks, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, trade names, fictitious business names, logos, and other source or business identifiers, designs and general intangibles of a like nature, of such Pledgor, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing and all common-law rights related thereto, and all common law rights corresponding thereto throughout the world including but not limited to registrations and applications for any of the foregoing listed in Schedule I attached hereto, together with any and all (i) goodwill symbolized by the foregoing, (ii) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (iii) extensions and renewals of the foregoing, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including without limitation licenses, royalties, income, and damages, claims and payments for past, present or future infringement or other violation or impairment thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof or for any injury to goodwill, in each case other than any trademark applications filed in the United States Patent and Trademark Office on the basis of such Pledgor's "intent-to-use" such trademark, unless and until

acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, *et seq.*), whereupon such trademark application will be deemed automatically included in the Collateral, to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application;

(b) any and all agreements, Trademark Licenses and covenants providing for the granting of any exclusive right to such Grantor in or to any registered Trademark and the right to sue or otherwise recover for past, present and future infringement or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including with limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

(c) all goodwill associated with such Trademarks; and

(d) to the extent not covered by the foregoing, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, including, without limitation, any and all license fees, royalties, income, payments, claims, damages, and proceeds of suit, insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

SECTION 2. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 3. Termination. Upon the payment in full of the Obligations, and the termination of the Guarantee and Collateral Agreement, the Collateral Agent shall, subject to the terms of the Subordination Agreements (as defined in the Purchase Agreement) and upon the request and at the sole cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent have not encumbered the released assets, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such of the Trademarks under this Trademark Security Agreement or any part thereof to be released (in the case of a release) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trademark, proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination hereof or the release of such Trademarks, as the case may be.

SECTION 4. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

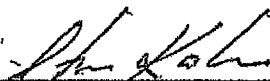
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts via telecopy or electronic transmission (including .tif or .pdf).

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

ADVANCED INTERACTIVE SYSTEMS, INC.,
as Pledgor

By: 
Name: *Steve Kalman*
President and CEO

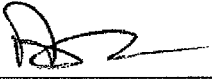
SRI ACQUISITION CORP., as Pledgor

By: 
Name: *Steve Kalman*
Title: *Chairman*

Signature Page to
Trademark Security Agreement

Accepted and Agreed:

KAYNE ANDERSON MEZZANINE PARTNERS (QP), LP,
as Collateral Agent

By: 
Name: David Petrucco
Title: Managing Partner

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 004761 FRAME: 0979

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

A. OWNER OF RECORD: Advanced Interactive Systems, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Application Date</u>
Advanced Interactive Systems AIS	3465323 – Federal	July 15, 2008	April 3, 2007
AIS	3410706 - Federal	April 8, 2008	February 24, 2006
As Real As It Gets	2814954 - Federal	February 17, 2004	August 22, 2002
Prisim	3287088 – Federal	August 28, 2007	February 24, 2006
Prisim Suite	3435096 – Federal	May 27, 2008	September 18, 2007
Reality Response	3160038 – Federal	October 17, 2006	June 16, 2004
Shootback	3034994 – Federal	December 27, 2005	September 10, 2004
SVS	2805089 - Federal	January 13, 2004	March 31, 2003

B. OWNER OF RECORD: SRI Acquisition Corp.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Application Date</u>
Quickrange	3571722 – Federal	February 23, 2010	July 6, 2009