TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DMX, INC.		05/04/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3614285	DMX
Registration Number:	1736237	DMX
Registration Number:	3509161	SIGHT. SOUND. SCIENCE.
Registration Number:	3702031	SONIC TAP
Registration Number:	3702032	SONIC TAP
Registration Number:	3514038	DMX MUSIC
Registration Number:	3491361	DMX MUSIC
Registration Number:	3503731	DMX MUSIC
Registration Number:	3503730	DMX MUSIC
Registration Number:	3136100	PROFUSION
Registration Number:	2847702	PROFUSION
Registration Number:	2851117	PROFUSION
Registration Number:	1358971	PROPAC 4
Registration Number:	2080621	PRODISC

OP $440.00 3614285

Registration Number:	2565797	DMX MUSIC
Registration Number:	2568018	DMX MUSIC
Registration Number:	1166317	NOVATONE

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0241
NAME OF SUBMITTER:	Kristin J Azcona
Signature:	/kja/
Date:	05/16/2012

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of May 4, 2012 (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, this "**Agreement**"), is made by DMX, INC. (the "**Grantor**") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity and together with its successors, the "**Collateral Agent**") for the Secured Parties (as defined in the Security Agreement described below).

WHEREAS, the Grantor is party to an Assumption Agreement dated May 4, 2012 (the "**Assumption Agreement**") made by PANTHER-LION HOLDINGS CORP., a Delaware corporation, DMX HOLDINGS, INC., a Delaware corporation, the Grantor, a Texas corporation, DMX RESIDENTIAL HOLDINGS, INC., a Texas corporation, and DMX RESIDENTIAL, INC., a Texas corporation (collectively, the "**Additional Grantors**"), in favor of the Collateral Agent for the Secured Parties (as defined in the Security Agreement described below).

WHEREAS by executing and delivering the Assumption Agreement, each Additional Grantor, including the Grantor, became a party to that certain guarantee and collateral agreement dated May 6, 2011 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent for the benefit of the Secured Parties, with the same force and effect as if originally named therein;

WHEREAS pursuant to the Security Agreement, the Grantor is required to pledge and grant to the Collateral Agent a security interest in certain property, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, in each case wherever located and now owned or at any time hereafter acquired, or arising (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political

subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A attached hereto;

(b) the right to, and to obtain, all renewals thereof;

(c) the goodwill of the business connected with the use of and symbolized by the foregoing;

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill;

(e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(f) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein, at no time shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application to register a Trademark in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such "intent-to-use" application under applicable federal law; provided, however, that at such time as a Statement of Use or Amendment to Allege Use is filed therein such Trademark application shall be considered automatically included in the Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in counterparts (and by different parties on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single instrument.

[*Remainder of page intentionally left blank*]

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

DMX, INC.

By: _____
Name: KIM SHIPMAN
Title: CFO, DMX, INC.

STATE OF TEXAS)
) ss.
COUNTY OF Travis)

On this 1ST day of May, 2012 before me personally appeared Kim Shipman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DMX, Inc, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kathy Parish
Notary Public

KATHY PARISH
Notary Public, State of Texas
My Commission Expires
September 24, 2013

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: John D. Toronto
Title: Managing Director

VIPUL DHADDA
ASSOCIATE

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Status	Mark	Application No.	Application Date	Registration No.	Registration Date
DMX, Inc.	Registered	DMX	77/014,912	10/5/2006	3,614,285	5/5/2009
	Registered	DMX	74/222,055	11/14/1991	1,736,237	12/1/1992
	Registered	DMX	2815741	4/9/2008	2314065	9/11/2009
	Registered	DMX	784475	2/2/1999	784475	12/3/1999
	Registered	DMX	693,506	11/13/1991	TMA444,239	6/23/1995
	Registered	DMX	267052	2/23/1994	448591	8/1/1995
	Registered	DMX	267.051	2/23/1994	722.568	4/8/2005
	Registered	DMX	94024622	3/28/1994	803947	12/28/1995
	Registered	DMX	2007-0013773	11/6/2007	175.863	6/11/2008
	Registered	DMX	J29955/38NZ	1/1/1995	2.913.722	6/6/1997
	Registered	DMX	82248	12/6/1995	82248	2/15/1996
	Registered	DMX	82249	12/6/1995	82249	2/15/1996
	Registered	DMX	89728	12/6/1995	89728	2/15/1995
	Registered	DMX	45,501	1/6/2005	308 - IEPI	12/5/1994
	Registered	DMX	48,625	1/12/2005	5178-IEPI	12/30/1994
	Registered	DMX	179093	4/1/1996	179093	5/4/1999
	Registered	DMX	1684573	2/17/1992	1684573	3/21/1995
	Registered	DMX	1684574	2/17/1992	1684574	3/4/1994
	Registered	DMX	1797203	12/30/1993	1797203	3/3/1995
	Registered	DMX	92418567	5/12/1992	92418567	2/25/1999
	Registered	DMX & Design	1492220	2/24/1992	1492220	8/12/1994
	Registered	DMX & Design	1492221	2/24/1992	1492221	7/22/1994
	Registered	DMX	94-0356	1/24/1994	86531	7/16/1997
	Registered	DMX	94-0368	1/24/1994	82501	2/4/1997
	Registered	DMX	94-0369	1/24/1994	89182	4/1/1998
	Registered	DMX	88145	7/24/1993	88145	5/1/1996
	Registered	DMX	RM2012C001 325	3/9/1992	990416	12/19/1994
	Registered	DMX	04-281462	9/30/1992	3096956	11/30/1995
	Registered	DMX	04-281463	9/30/1992	3176268	7/31/1996
	Registered	DMX	93-043855	12/7/1993	321834	9/13/1995
	Registered	DMX	93-007496	12/7/1993	28316	8/10/1995
	Registered	DMX	ZP14493	1/19/1994	24941	6/10/1997
	Registered	DMX	M-94-337	2/1/1994	M34842	12/20/1996
	Registered	DMX	52689	12/8/1993	52689	12/8/1993
	Registered	DMX	129276	12/16/1991	411948	4/29/1992
	Registered	DMX	129277	12/16/1991	413690	5/18/1992

	Registered	DMX	920852	2/19/1992	156759	5/27/1993
	Registered	DMX	258472	2/2/1996	258472	7/20/1998
	Registered	DMX	258473	2/2/1996	258473	8/3/1998
	Registered	DMX	071314	6/14/1994	071314	10/11/1995
	Registered	DMX	071316	10/11/1995	071316	10/11/1995
	Application Filed	DMX	68272	8/6/2009		
	Application Filed	DMX	68273	8/6/2009		
	Registered	DMX	280447	2/17/1992	280447	11/8/1993
	Registered	DMX	280448	2/17/1992	280448	11/8/1993
	Registered	DMX	20562	12/2/1993	169566	7/1/1994
	Registered	DMX	20561	12/2/1993	169567	7/1/1994
	Registered	DMX	31118	3/16/1994	R24146	3/19/1994
	Registered	DMX	9417	1/4/1994	9417	1/4/1994
	Registered	DMX	1998	1/13/1995	158442	1/13/1995
	Registered	DMX	19791	11/1/1993	P-180543	9/1/1995
	Registered	DMX	19792	11/1/1993	S-002002	9/1/1995
	Registered	DMX	93/8834	10/4/1993	93/8834	10/4/1993
	Registered	DMX	93/8835	10/4/1993	93/8835	8/8/1996
	Registered	DMX	93/8836	10/4/1993	93/8836	8/8/1996
	Registered	SIGHT. SOUND. SCIENCE.	77/015,153	10/5/2006	3,509,161	9/30/2008
	Registered	SONIC TAP	77/182,509	5/16/2007	3,702,031	10/27/2009
	Registered	SONIC TAP & Design	77/182,551	5/16/2007	3,702,032	10/27/2009
	Registered	DMX MUSIC	78/365,366	2/10/2004	3,514,038	10/7/2008
	Registered	DMX MUSIC	77/229,447	7/13/2007	3,491,361	8/26/2008
	Registered	DMX MUSIC	77/229435	7/13/2007	3,503,731	9/23/2008
	Registered	DMX MUSIC	77/229,414	7/13/2007	3,503,730	9/23/2008
	Registered	PROFUSION	75/891,493	1/7/2000	3,136,100	8/29/2006
	Registered	PROFUSION	75/889,884	1/7/2000	2,847,702	6/1/2004
	Registered	PROFUSION	75/889,883	1/7/2000	2,851,117	6/8/2004
	Registered	PROFUSION	869648	3/19/2001	869648	3/19/2001
	Registered	PROFUSION	825754968	8/7/2003	825754968	8/2/2011
	Registered	PROFUSION	825754984	8/7/2003	825754984	5/20/2008
	Registered	PROFUSION	825754992	8/7/2003	825754992	5/13/2008
	Registered	PROFUSION	1,066,088	7/7/2000	TMA744,922	8/7/2009
	Registered	PROFUSION	1752997	7/7/2000	1752997	10/9/2002
	Registered	PROFUSION	2008-016046	3/4/2008	5238069	6/12/2009
	Registered	PROFUSION		7/7/2000	4747663	2/20/2004
	Registered	PROFUSION	631261	1/25/2001	631261	7/26/2001
	Registered	PROFUSION	631262	1/25/2001	631262	7/26/2001
	Registered	PROFUSION	631263	1/25/2001	631263	7/26/2001
	Registered	PROFUSION	631264	1/25/2001	631264	7/26/2001
	Registered	PROPAC 4	73/500,111	9/19/1984	1,358,971	9/10/1985
	Registered	PRODISC	74/692,582	6/23/1995	2,080,621	7/22/1997

	Registered	DMX & Design (Triangle Man)	931203-00089709-PN	12/3/1993	61189	7/18/1995
	Registered	DMX MUSIC	003506623	10/31/2003	003506623	4/20/2005
	Registered	DMX DIGITAL MUSIC EXPRESS	0030627	4/14/1999	30627	5/8/2001
	Registered	AEI REDITUNE MUSIC	AM 2034/94	4/26/1994	154246	9/1/1994
	Registered	AEI REDITUNE MUSIC	203901	4/1/1996	000203901	3/29/1999
	Registered	DMX DJ	1.917.200	8/5/1994	1.917.200	8/5/1995
	Registered	AEI REDITUNE MUSIC & Design	R56233	8/12/1994	2096549	5/16/1995
	Registered	REDITUNE	AM 661/2004	2/2/2004	219 752	9/1/2004
	Registered	REDITUNE	R562329WZ	8/12/1994	2096548	5/16/1995
	Registered[1]	DMX	81/8450	12/10/1993	81/8450	2/12/1999
	Registered[1]	DMX	81/8451	12/10/1993	81/8451	2/12/1999
	Registered[1]	DMX MUSIC (Stylized)	75/829,792	10/23/1999	2,565,797	4/30/2002
	Registered[1]	DMX MUSIC (Stylized)	75/829,791	10/23/1999	2,568,018	5/7/2002
	Registered[1]	DMX MUSIC & Design	823002675	7/25/2000	823002675	11/28/2006
	Registered[1]	DMX MUSIC & Design	1.061.214	5/30/2000	TMA568420	10/2/2002
	Registered[1]	DMX MUSIC & Design	512,117	12/20/2000	730.282	8/1/2005
	Registered[1]	DMX & Design (Triangle Man)	567017	11/11/1991	567017	5/17/1996
	Registered[1]	DMX & Design (Triangle Man)	567018	11/11/1991	567018	5/17/1996
	Registered[1]	DMX TRIANGLE MAN Design	81/8448	12/10/1993	81/8448	2/12/1999
	Registered[1]	DMX TRIANGLE MAN Design	81/8449	12/10/1993	81/8449	2/12/1999

[1] The Grantor's intention is to let these marks lapse, without renewal or re-registration.

	Registered[1]	DMX TRIANGLE MAN Design	395.825	2/17/1992	395.825	10/13/1992
	Registered[1]	DMX TRIANGLE MAN Design	94024623	3/28/1994	822507	3/14/1996
	Registered[1]	DMX TRIANGLE MAN Design	94024621	3/28/1994	803948	12/28/1995
	Registered[1]	DMX TRIANGLE MAN Design	93567	2/25/1994	93567	10/23/1995
	Registered[1]	DMX TRIANGLE MAN Design	82250	12/6/1995	82250	2/15/1996
	Registered[1]	DMX TRIANGLE MAN Design	82251	12/6/1995	82251	2/15/1996
	Registered[1]	DMX TRIANGLE MAN Design	82252	12/6/1995	82252	2/15/1996
	Registered[1]	DMX TRIANGLE MAN Design	9310915	12/28/1993	18993	4/1/1996
	Registered[1]	DMX TRIANGLE MAN Design	180588	4/1/1996	180588	1/7/1999
	Registered[1]	DMX TRIANGLE MAN Design	1684575	2/17/1992	1684575	3/21/1995
	Registered[1]	DMX TRIANGLE MAN Design	1684576	2/17/1992	1684576	3/4/1995
	Registered[1]	DMX TRIANGLE MAN Design	04-281464	9/30/1992	3084153	10/31/1995
	Registered[1]	DMX TRIANGLE MAN Design	04-281465	9/30/1992	3185542	8/30/1996
	Registered[1]	DMX TRIANGLE MAN Design	04-281466	9/30/1992	3176269	7/31/1996
	Registered[1]	DMX TRIANGLE MAN Design	52942	1/17/1994	52942	1/17/1994

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	Registered[1]	DMX TRIANGLE MAN Design	214891	12/5/1991	214891	12/5/1991
	Registered[1]	DMX TRIANGLE MAN Design	214892	12/5/1991	214892	12/5/1991
	Registered[1]	DMX TRIANGLE MAN Design	071312	6/14/1994	71312	10/11/1995
	Registered[1]	DMX TRIANGLE MAN Design	071313	6/14/1994	071313	10/11/1995
	Registered[1]	DMX & Design (Triangle Man)	0089708-PN	4/1/1996	62135	12/1/1995
	Registered[1]	DMX TRIANGLE MAN Design	1310/94	4/25/1994	176/93/3534	7/7/1999
	Registered[1]	DMX TRIANGLE MAN Design	1311/94	4/25/1994	38/93/77/78	6/18/1999
	Registered[1]	DMX TRIANGLE MAN Design	9590	2/10/1994	9590	2/10/1994
	Registered[1]	DMX FOR BUSINESS	96-9906	12/26/1996	110503	4/3/2001
	Registered[1]	DMX DIGITAL MUSIC EXPRESS	16/2818	3/17/1999	B38338	3/17/1999
	Registered[1]	DIGITAL MUSIC EXPRESS	567015	11/11/1991	567015	11/11/1991
	Registered[1]	DMX MUSIC EXPRESS	9310916	12/28/1993	20950	9/30/1996
	Registered[1]	DIGITAL MUSIC EXPRESS	1994-00358	5/25/2000	1994-00358	5/25/2000
	Registered[1]	DIGITAL MUSIC	94024620	3/28/1994	839981	5/14/1996
	Registered[1]	DMX AND DMX TRIANGLE MAN Design	214888	12/5/1991	214888	12/5/1991

[1] The Grantor's intention is to let these marks lapse, without renewal or re-registration.

	Registered[1]	DMX AND DMX TRIANGLE MAN Design	214889	12/5/1991	214889	1/8/1997
	Registered[1]	DJ	731,160	6/16/1993	TMA470,634	2/6/1997
	Registered[1]	DMX DJ	731,165	6/16/1993	TMA470,340	2/4/1997
	Registered[1]	NOVATONE	73/260,049	4/28/1980	1,166,317	8/25/1981

[1] The Grantor's intention is to let these marks lapse, without renewal or re-registration.