

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
Access Digital Media, Inc.		04/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sageview Capital Master, L.P., as Collateral Agent		
Street Address:	245 Lytton Avenue		
Internal Address:	Suite 250		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3151575	THE COURIER FOR THE DIGITAL ERA	
Registration Number:	3009205	ACCESSDM	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	081798/0008		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		

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**TRADEMARK
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Signature:	/jsp/
Date:	05/17/2012
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 20, 2012 is made by Access Digital Media, Inc., a Delaware corporation, located at 55 Madison Avenue, Suite 300, Morristown, New Jersey 07960 (the "Grantor"), in favor of Sageview Capital Master, L.P., a Delaware limited partnership, located at 245 Lytton Avenue, Suite 250, Palo Alto, CA 94301, as Collateral Agent (the "Agent") for the holders (the "Holders") from time to time of the Senior Secured Notes issued pursuant to the Securities Purchase Agreement (as defined herein) (the "Notes") of Access Integrated Technologies, Inc. (the "Company").

W I T N E S S E T H:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of August 11, 2009 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Securities Purchase Agreement"), between the Company and the purchasers identified therein (the "Purchasers"), the Purchasers have agreed to purchase \$75 million in aggregate principal amount of the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Securities Purchase Agreement, the Company, and certain other subsidiaries of the Company, have executed and delivered a Guarantee and Collateral Agreement, dated as of August 11, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, Grantor has executed and delivered an Assumption Agreement, dated as of April 20, 2012, in favor of Agent in order to become a party to the Guarantee and Collateral Agreement as Grantor thereunder with the same force and effect as if originally named therein as a Grantor;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Notes pursuant to the Securities Purchase Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

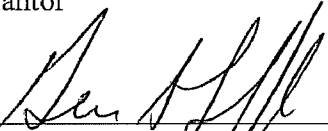
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Securities Purchase Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

ACCESS DIGITAL MEDIA, INC.
as Grantor

By:  _____

Name: Gary S. Loffredo

Title: Secretary and Senior Vice President

Date:

SAGEVIEW CAPITAL MASTER, L.P.
as Collateral Agent for the Holders

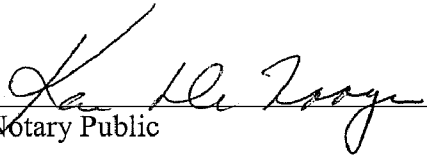
By: Sageview Capital GenPar, Ltd., its general partner

By: *Barnes E. Powell*
Name: *Barnes E. Powell*
Title: *Vice President*
Date: *May 8, 2012*

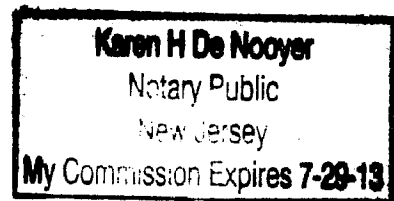
ACKNOWLEDGMENT OF GRANTOR

STATE OF *New Jersey*
Morris)
COUNTY OF *Morris*) ss
)

On the 9th day of May, 2012, before me personally came Gary S. Loffredo, who is personally known to me to be the Secretary and Senior Vice President of Access Digital Media, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Secretary and Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
THE COURIER FOR THE DIGITAL ERA	3,151,575
ACCESSDM	3,009,205