

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
Avail Media Holdings, Inc.		05/21/2012	CORPORATION: DELAWARE
Avail Media, Inc. f/k/a Syndetik, Inc.		05/21/2012	CORPORATION: DELAWARE
Auroras Entertainment, Inc.		05/21/2012	CORPORATION: MONTANA
Broadstream Communications, Inc.		05/21/2012	CORPORATION: WASHINGTON
TVN Entertainment Corporation		05/21/2012	CORPORATION: DELAWARE
Avail-TVN International Holdings, Inc.		05/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3680223	AVAIL MEDIA	
Registration Number:	3377255	TVN	
Registration Number:	3770136	TVN ENTERTAINMENT	
Registration Number:	2813748	URBANXTRA	
Registration Number:	3583972	TELECENTRAL	
Registration Number:	3773985	ADONISS	
Registration Number:	3815447	PASSION ZONE	
Registration Number:	2981505	KIDS UNLIMITED	
Registration Number:	4017308	FOREIGNFLIX	

CH \$315.00 3680223

Registration Number:	4005240	TV UNLEASHED
Serial Number:	85308871	ANYVIEW
Serial Number:	85308890	VIEWNOW

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	212484
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/22/2012

Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AVAIL MEDIA HOLDINGS, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 05/21/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILICON VALLEY BANK

Internal

Address: Suite 2-200

Street Address: 275 Grove Street

City: Newton

State: Massachusetts

Country: US

Zip: 02466

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See Schedule A

B. Trademark Registration No. (s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY

Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

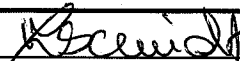
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

5/21/2012

Date

KATARZYNA SCHMIDT

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Continuation of the information in Item 1.

Additional names of conveying parties:

AVAIL MEDIA, INC., a Delaware corporation f/k/a Syndetik, Inc.

AURORAS ENTERTAINMENT, INC., a Montana corporation

BROADSTREAM COMMUNICATIONS, INC., a Washington corporation

TVN ENTERTAINMENT CORPORATION, a Delaware corporation

AVAIL-TVN INTERNATIONAL HOLDINGS, INC., a Delaware corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 2012, is entered into by and between AVAIL MEDIA HOLDINGS, INC., a Delaware corporation ("Holdings"), AVAIL MEDIA, INC., a Delaware corporation f/k/a Syndetik, Inc. ("Avail Media"), AURORAS ENTERTAINMENT, INC., a Montana corporation ("Auroras"), BROADCASTSTREAM COMMUNICATIONS, INC., a Washington corporation ("Broadcaststream"), TVN ENTERTAINMENT CORPORATION, a Delaware corporation ("TVN"), and AVAIL-TVN INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("Subsidiary Holdco") (Holdings, Avail Media, Auroras, Broadcaststream, TVN and Subsidiary Holdco are referred to, individually and collectively, jointly and severally, as "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 21, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee and Grantor, and pursuant to (ii) that certain Credit Agreement, dated as of May 21, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Grantor, the Assignee, certain Lenders party thereto and the other parties thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal Law. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

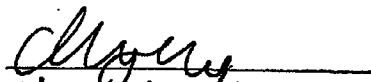
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Christopher Leary
Title: VP

Address of Assignee:


Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Jack Gaziano
Facsimile No.: (617) 969-4395
E-Mail: jgaziano@svb.com

Signature Page to Trademark Security Agreement

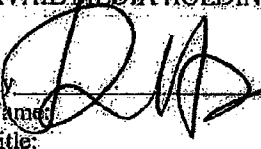
TRADEMARK
REEL: 004784 FRAME: 0867

GRANTOR:


AVAIL MEDIA, INC.

By 
Name: _____
Title: _____

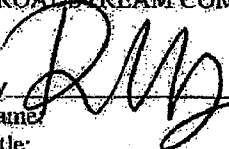
AVAIL MEDIA HOLDINGS, INC.

By 
Name: _____
Title: _____


AURORA'S ENTERTAINMENT, INC.

By 
Name: _____
Title: _____


BROADSTREAM COMMUNICATIONS, INC.

By 
Name: _____
Title: _____

TVN ENTERTAINMENT CORPORATION

By 
Name: _____
Title: _____

AVAIL TVN INTERNATIONAL HOLDINGS, INC.

By 
Name: _____
Title: _____

Address of Grantor:

Signature Page to Trademark Security Agreement

c/o Avail Media Holdings, Inc.
1881 Campus Commons Drive, Suite 101
Reston, VA 20191
Attention: William Arendt

Signature Page to Trademark Security Agreement

TRADEMARK
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Schedule A to TRADEMARK SECURITY AGREEMENT

Without limiting any of the representations and warranties made by Grantor in the Loan Documents, disclosure on this Schedule does not constitute any, and Grantor makes no, representations or warranties as to the validity or enforceability of any of the Trademarks identified in this Schedule, or as to whether such Trademarks are sufficient to enable Grantor to protect or enforce its intellectual property rights.

Registered Trademarks

Registered Owner	Trademark	Registration No.	Registration Date
Avail Media, Inc.	AVAIL MEDIA	3,680,223	8-Sep-09
TVN Entertainment Corporation	TVN	3,377,255	5-Feb-08
TVN Entertainment Corporation	TVN ENTERTAINMENT	3,770,136	6-Apr-10
TVN Entertainment Corporation	URBANXTRA	2,813,748	10-Feb-04
TVN Entertainment Corporation	TELECENTRAL	3,583,972	3-Mar-09
TVN Entertainment Corporation	ADONISS	3,773,985	13-Apr-10
TVN Entertainment Corporation	PASSION ZONE	3,815,447	6-Jul-10
TVN Entertainment Corporation	KIDS UNLIMITED	2,981,505	2-Aug-05
TVN Entertainment Corporation	ForeignFlix (One word)	4,017,308	23-Aug-11
TVN Entertainment Corporation	TV Unleashed	4,005,240	2-Aug-11

Applications of Registration of Trademarks

TVN Entertainment Corporation	AnyView	85,308,871	4/29/2011
TVN Entertainment Corporation	ViewNow	85,308,890	4/29/2011