

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 Media 3, Inc.		10/22/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Petra Growth Fund II, L.P.		
Street Address:	113825 Bedford Avenue, Suite 101		
Internal Address:	c/o Petra Capital Partners		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86068054	ACCESS MEDIA 3	
Serial Number:	86068050	ACCESSMEDIA3	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	11311519		
NAME OF SUBMITTER:	Chris Andersen		

OP \$65.00 86068054

Signature:	/Chris Andersen/
Date:	11/01/2013
Total Attachments: 5 source=Petra _ Access Media - Trademark Security Agreement-2#page1.tif source=Petra _ Access Media - Trademark Security Agreement-2#page2.tif source=Petra _ Access Media - Trademark Security Agreement-2#page3.tif source=Petra _ Access Media - Trademark Security Agreement-2#page4.tif source=Petra _ Access Media - Trademark Security Agreement-2#page5.tif	

THE OBLIGATIONS EVIDENCED BY THIS INSTRUMENT ARE SUBORDINATED TO THE SENIOR DEBT (AS DEFINED IN THE SUBORDINATION AGREEMENT, AS HEREINAFTER DEFINED) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE 22nd DAY OF OCTOBER, 2013, BY AND BETWEEN PETRA GROWTH FUND II, L.P., MAIN STREET CAPITAL CORPORATION AND THE DEBTORS (THE "SUBORDINATION AGREEMENT").

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 22, 2013, is made and entered into on the terms and conditions hereinafter set forth, by and between ACCESS MEDIA 3, INC., an Illinois corporation (the "Grantor"), and PETRA GROWTH FUND II, L.P., a Delaware limited partnership (the "Lender").

This Agreement is executed pursuant to the terms of that certain Security Agreement dated as of February 3, 2012 by and among AM3 Pinnacle Corporation, a Delaware corporation ("Parent"), AM3 Holding Corp., a Delaware corporation ("Holdings"), Grantor, all direct and indirect subsidiaries of Grantor from time to time parties to the Security Agreement, and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, and wherever located:

- (i) each trademark, trademark registration, trademark application, trademark license and all of the goodwill of the business connected with the use of, and symbolized thereby, including, without limitation, each trademark, trademark registration, trademark application and trademark license described on Schedule A;
- (ii) all renewals or extensions of the foregoing,
- (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

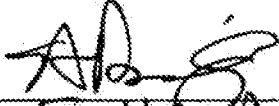
The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in any number of

counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ACCESS MEDIA 3, INC.,
as Grantor

By: 
Name: Scott A. Rediger
Title: CEO

Agreed and Accepted as of the
date first written above.

PETRA GROWTH FUND II, L.P.,
as Lender

By: Petra Partners II, LLC, its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

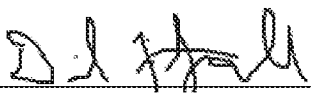
ACCESS MEDIA 3, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the date first written above.

PETRA GROWTH FUND II, L.P.,
as Lender

By: Petra Partners II, LLC, its general partner

By:  _____
Name: David Fitzgerald
Title: Member

Schedule A

[Trademarks]

Trademark Applications	Owner	Serial No.	Application Filed Date
ACCESS MEDIA 3	Access Media 3, Inc.	86/068,054	September 18, 2013
ACCESS MEDIA 3 & Design	Access Media 3, Inc.	86/068,050	September 18, 2013

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