

Form PTO-1594 (Rev. 07/05)
OMB Collection 0351-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Ando Media, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 22, 2013

- ☐ 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: Wells Fargo Bank, National Association

Internal

Address: MAC:E2231-09A

Street Address: 2030 Main Street, Suite 900

City: Irvine

State: California

Country: USA Zip: 92614

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Bank Citizenship USA

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 attached.

B. Trademark Registration No.(s)
See attached.

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: CT Lien Solutions

Internal Address: Susan O'Brien

Senior Service Team Manager

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: 800-342-3676 Ext. 4065

Fax Number: _____

Email Address: susan.obrien@wolterskluwer.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 296-

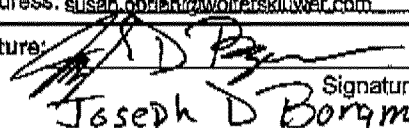
- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:


Signature
Joseph D. Borgman
Name of Person Signing

11-6-13

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE B**Trademarks and Trademark Applications**

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Ando Media, LLC	A2x	USA	85794450	12/4/2012	---	---
Ando Media, LLC	a ² x by Triton Digital	USA	86055171	9/4/2013	---	---
Ando Media, LLC	AD INJECTOR	USA	78549418	1/18/2005	3060192	2/21/2006
Ando Media, LLC	Ad Wire	USA	77450823	4/17/2008	3629781	6/2/2009
Ando Media, LLC	AUTOPOD	USA	77112431	2/21/2007	3521357	10/21/2008
Ando Media, LLC	FLIGHT PLAN	USA	77790502	7/27/2009	3757380	3/9/2010
Ando Media, LLC	PODFUSE	USA	77375436	1/18/2008	3488256	8/19/2008
Ando Media, LLC	PODLOC	USA	77110537	2/19/2007	3323508	10/30/2007
Ando Media, LLC	TARGETED AD INJECTOR	USA	77683255	3/4/2009	3750648	2/16/2010
Ando Media,	Webcast Metrics	USA	85551022	2/23/2012	4253019	12/4/2012

Grantor	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
LLC						
Ando Media, LLC	WEBCAST METRICS	USA	78549427	1/18/2005	3061368	2/21/2006

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of October 22, 2013, is made by the persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as lender (the "**Secured Party**").

WHEREAS, TRITON DIGITAL, INC., a Delaware corporation, TRITON MEDIA, LLC, a California limited liability company, SPACIAL AUDIO SOLUTIONS, LLC, a Texas limited liability company, ENTICENT, LLC, a Georgia limited liability company, ANDO MEDIA GROUP, LLC, a Delaware limited liability company, ANDO MEDIA, LLC, a Delaware limited liability company, TRITON MEDIA HOLDINGS CORPORATION, a Delaware corporation and WEBCAST METRICS, INC., a Delaware corporation (each individually a "**Borrower**," and collectively, jointly and severally, the "**Borrowers**") and the Secured Party have entered into a Credit Agreement dated as of April 4, 2012, as amended by that First Amendment dated as of January 11, 2013 and that Second Amendment dated as of the date hereof (as so amended and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the continuing of the Term Loan under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of October 22, 2013, among the Borrowers and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

1. all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the "**Patents**");

2. all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law) (the "Trademarks");

3. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

4. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall clause (3)(z) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code)) or principles of equity; *provided*, that immediately upon the ineffectiveness, lapse or termination of any such provision, clause (3)(z) above shall include all such rights and interests as if such provision had never been in effect.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all present and future Indebtedness of any kind of Grantors to Secured Party. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Grantors, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Grantors may be liable individually or jointly,

or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable. Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

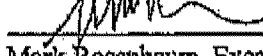
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ANDO MEDIA, LLC, as Grantor

By: ANDO MEDIA GROUP, LLC, Member

By: TRITON MEDIA, LLC, Member


By: TRITON DIGITAL, INC.

By: 
Mark Rosenbaum, Executive Vice
President and Chief Financial Officer

ENTICENT, LLC, as Grantor

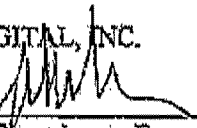
By: TRITON MEDIA, LLC, Member

By: TRITON DIGITAL, INC.

By: 
Mark Rosenbaum, Executive Vice
President and Chief Financial Officer

TRITON MEDIA, LLC, as Grantor

By: TRITON DIGITAL, INC.

By: 
Mark Rosenbaum, Executive Vice President
and Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A**Patents and Patent Applications**

Grantor	Patent No./ Application No.	Issue Date/File Date	Title
Ando Media, LLC	n/a / 12112023	n/a / 4/30/2008	Method of Streaming Media and Inserting Additional Content Therein Using Buffering
Ando Media, LLC	8412849 / 12153173	4/2/2013 / 5/14/2008	Live Media Serving System and Method
Ando Media, LLC	n/a / 13334712	n/a / 12/22/2011	Real-Time Media Stream Insertion Method and Apparatus
Ando Media, LLC	n/a / 13349757	n/a / 1/13/2012	Broadcast Media Streaming With Customized Playlist Insertion Method and System