

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDIA, INC.		09/23/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIP LENDER, LLC		
<b>Street Address:</b>	3575 Piedmont Road Ne		
<b>Internal Address:</b>	Building 15, Suite 730		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3510121	PLAYON!	
<b>Registration Number:</b>	2945405	STATWARE	
<b>Registration Number:</b>	2849527	SCOUTWARE	
<b>Registration Number:</b>	1978277	DIGITAL SCOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-233-7000		
<b>Email:</b>	MMMIPDocket@system.foundationip.com		
<b>Correspondent Name:</b>	Bryan D. Stewart		
<b>Address Line 1:</b>	3343 Peachtree Rd, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	28836-100602		
<b>NAME OF SUBMITTER:</b>	Bryan D. Stewart		
<b>SIGNATURE:</b>	/Bryan D. Stewart/		
<b>DATE SIGNED:</b>	10/01/2014		
<b>Total Attachments: 12</b>			
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page1.tif			

CH \$115.00 3510121

source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page2.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page3.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page4.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page5.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page6.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page7.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page8.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page9.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page10.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page11.tif  
source=(BIP - PlayOn - Security Agreement for Initial Draw Loan (Executed))#page12.tif

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of September 23, 2014 between 2080 MEDIA, INC. d/b/a PLAYON! SPORTS, a Delaware corporation with its principal place of business and chief executive office located at 2835 Brandywine Road, Suite 102, Atlanta, Georgia, 30341 (the "Debtor") in favor of BIP LENDER, LLC, as Agent (the "Secured Party"), for the benefit of itself and the Lenders party to the Credit Agreement, as defined below (the "Lenders").

WHEREAS, the Debtor has entered into that certain Credit Agreement dated as of September 23, 2014 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") with the Lenders and Secured Party, pursuant to which the Lenders have agreed to extend certain financial accommodations to the Debtor subject to the terms thereof; and

WHEREAS, the Debtor has executed that certain Guaranty dated as of the date hereof in favor of the Secured Party, for the benefit of the Lenders, pursuant to which the Debtor has, among other things, guaranteed the Obligations;

WHEREAS, it is a condition precedent to the Lenders' extension of such financial accommodations under the Credit Agreement that the Debtor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Secured Party as follows:

Section 1. Definitions. (a) For the purposes of this Agreement:

"Agreement" means this Security Agreement, as the same may be amended, supplemented, restated or otherwise modified from time to time.

"Collateral" means the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including accounts receivable), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles) and any and all goodwill associated with any Intellectual Property.

"Debtor" has the meaning set forth in the first paragraph hereof.

"Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Debtor has any right or interest, whether by ownership, license, contract or otherwise.

(b) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement. All capitalized terms defined in the Uniform Commercial Code of the State and not otherwise defined herein shall have the respective meanings

provided for in the Uniform Commercial Code of the State. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

Section 2. Grant of Security. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby collaterally assigns and pledges to the Secured Party, and grants to the Secured Party a security interest and lien in and to, the Collateral. The Secured Party acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to the Debtor's compliance with Section 4(a).

Section 3. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) identify the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment. The Debtor agrees to furnish any such information to the Secured Party promptly upon request.

Section 4. Other Actions. Further to insure the attachment, perfection, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, the Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

(a) Commercial Tort Claims. If the Debtor shall at any time hold or acquire a commercial tort claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

(b) Actions as to any and all Collateral. The Debtor agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral.

Section 5. Representations and Warranties Regarding Legal Status. The Debtor represents and warrants to the Secured Party as follows: (a) the correct name of the Debtor is set forth in the first paragraph of this Agreement, and the Debtor does not conduct and, during the five-year period immediately preceding the date of this Agreement, has not conducted, business under any trade name other than PlayOn! Sports; (b) the Internal Revenue Service taxpayer identification number of the Debtor is 26-2255473, (c) the Debtor is a corporation incorporated in the State of Delaware, and (d) the Debtor's principal place of business is accurately set forth in the introductory paragraph hereof.

Section 6. Covenants Regarding Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 90 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one; (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor will forthwith notify the Secured Party of such organizational identification number; and (c) the Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

Section 7. Representations and Warranties Regarding Collateral, Etc. The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of the Collateral, free from any lien, security interest or other encumbrance, except for Permitted Liens; (b) none of the Collateral constitutes, or is the proceeds of "farm products" as defined in § 9-102(a)(34) of the Uniform Commercial Code of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral; (d) to its knowledge, the Debtor does not hold any commercial tort claim; (e) the Debtor has at all times operated its business in compliance in all material respects with all applicable provisions of federal, state and local statutes and ordinances, including, without limitation, those dealing with the control, shipment, storage or disposal of hazardous materials or substances; and (f) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefore, in which the Debtor has any right, title, or interest, throughout the world. Together with the Compliance Certificate delivered under Section 7.4 of the Credit Agreement, the Debtor will notify the Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefore, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit A. The Debtor authorizes the Secured Party, without notice to the Debtor, to modify this Agreement by amending the Exhibit to include any such Collateral.

Section 8. Covenants Regarding Collateral Generally. The Debtor further covenants with the Secured Party as follows: (a) the Collateral, to the extent not delivered to the Secured Party pursuant to Section 4 and except for sales of assets in the ordinary course of business and in accordance with past practices, will be kept at the Debtor's place of business as set forth in the first paragraph hereof or those locations listed in Schedule 1 hereto, and the Debtor will not remove the Collateral from such locations, without providing at least 30 days prior written notice to the Secured Party; (b) except for the security interest herein granted and Permitted Liens, the Debtor shall be the owner of the Collateral free from any lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party; (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any Lien in the Collateral in favor of any Person other than the Secured Party except for Permitted Liens; (d) the Debtor shall keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon; (e) the Debtor shall permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located; (f) the Debtor will promptly pay when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection therewith except as otherwise permitted by the Credit Agreement; (g) the Debtor shall continue to operate its business in compliance in all material respects with all applicable provisions of federal, state and local statutes and ordinances, including, without limitation, those dealing with the control, shipment, storage or disposal of hazardous materials or substances; and (h) the Debtor shall not sell, transfer or otherwise dispose, or offer to sell, transfer or otherwise dispose, of the Collateral or any interest therein except as specifically permitted by the Credit Agreement.

Subject to its reasonable business judgment, the Debtor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Debtor pursuant to the terms of its intellectual property management program. Subject to its reasonable business judgment, the Debtor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered

trademarks and service marks, and copyrightable but uncopyrighted works. Subject to its reasonable business judgment, the Debtor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Secured Party and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Debtor or the Secured Party. The Debtor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Debtor's business, or except with the Secured Party's prior written consent.

Section 9. Insurance. The Debtor shall at all times maintain insurance on the Collateral as required by Section 6.5 of the Credit Agreement. All premiums on such insurance shall be paid by the Debtor and certified copies of the policies, or other evidence of insurance acceptable to the Secured Party, shall be delivered to the Secured Party promptly upon the Secured Party's request. All insurance policies required under this Section shall contain standard lender's loss payable clauses, naming the Secured Party as loss payee, and providing that: (a) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (b) such policies and loss payable clauses may not be canceled, amended or terminated with respect to the Secured Party unless at least 30 days' prior written notice is given to the Secured Party.

Section 10. Collateral Protection Expenses; Preservation of Collateral.

(a) Expenses Incurred by Secured Party. In the Secured Party's reasonable discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor or any other person to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Default or Event of Default.

(b) Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Debtor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

Section 11. Securities and Deposits. The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations then due and owing.

Section 12. Notification to Account Debtors and Other Persons Obligated on Collateral. The Debtor shall, at the request and option of the Secured Party while an Event of Default exists, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's Secured Party therefor, and the Secured Party may itself, if an Event of Default shall exist, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party, for the benefit of the Secured Party, without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

Section 13. Power of Attorney.

(a) Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or Secured Party thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following: (i) if an Event of Default exists, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or advisable to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as the Debtor might do, including, without limitation, (A) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (B) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (C) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and (ii) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

(b) Ratification by the Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(c) No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or Secured Party shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

Section 14. Rights and Remedies. If an Event of Default exists, the Secured Party, without any other notice to or demand upon the Debtor, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least 5 Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that 5 Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

Section 15. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

Section 16. Suretyship Waivers by Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of each description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 8(b). The Debtor further waives any and all other suretyship defenses.

Section 17. Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment



of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights and remedies of the Secured Party hereunder and of the Secured Party in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

Section 18. Proceeds of Dispositions; Expenses. The Debtor agrees to pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

Section 19. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

Section 20. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. Each of the Debtor and the Secured Party agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the federal court sitting in the Northern District of Georgia, or at the option of the Secured Party, any state courts located in the State of Georgia and consents to the non-exclusive jurisdiction of such court. Each of the Debtor and the Secured Party hereby waives any objection that such person may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Section 21. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 22. Notices. Unless otherwise provided herein, all notices and other communications made or required to be provided under this Agreement shall be made in accordance with the notice provisions in the Credit Agreement.

Section 23. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be

ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 25. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

[Signatures are on next page.]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

2080 MEDIA, INC

By: MDORR  
Name: David Rudolph  
Title: Chief Executive Officer

Agreed and accepted as of the date first written above.

BIP Lender, LLC

By: \_\_\_\_\_  
Name:  
Title:

[Security Agreement]

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

2080 MEDIA, INC

By: \_\_\_\_\_  
Name: David Rudolph  
Title: Chief Executive Officer

Agreed and accepted as of the  
date first written above.

BIP Lender, LLC

By:  \_\_\_\_\_  
Name: Mark Buffington  
Title: Manager

[Security Agreement]

**TRADEMARK**  
**REEL: 005372 FRAME: 0126**

Schedule 1

Collateral Locations

<b>Location</b>	<b>Lessor</b>
2835 Brandywine Road Suite 102 Atlanta, GA 30341	DRA CRT Chamblee Center, LLC
72 N. High St. / 20 North St. Dublin, OH 43017	72 High Company Ltd.
4636 Mission Gorge Place Suite 203 San Diego, CA 92120	Caster Family Trust
501 Moravian Valley Road, Waunakee, WI 53597-9595	Mark Charlton, LLC

Exhibit A

Intellectual Property

The following registered trademarks:

Serial Number	Registration Number	Word Mark
78926486	3510121	PLAYON!
78437229	2945405	STATWARE
78178096	2849527	SCOUTWARE
74685546	1978277	DIGITAL SCOUT

The following unregistered trademarks:

KBCSports

Kurtz Broadcasting

Kubroco

**Patents and Patent Applications**

INVENTION TITLE	APPLICATION/PATENT NO./ JURISDICTION	FILING/ISSUE DATE	ASSIGNEE OF RECORD	STATUS	SECURITY INTEREST
EVENT PRODUCTION KIT	11/851,231 8,035,752 United States	09/06/2007 10/11/2011	2080 MEDIA, INC.	Patented	TURNER SPORTS INTERNATIONAL ENTERPRISES, INC.
SYSTEMS AND METHODS FOR SCHEDULING, PRODUCING, AND DISTRIBUTING A PRODUCTION OF AN EVENT	11/851,039 N/A United States	09/06/2007	2080 MEDIA, INC.	Abandoned	TURNER SPORTS INTERNATIONAL ENTERPRISES, INC.