

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
ACCESS TELEVISION NETWORK, INC.		03/31/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO FOOTHILL, INC.		
<b>Street Address:</b>	421 West Riverside Avenue, Suite 830		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99201		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2092662	ACCESS TELEVISION NETWORK	
Registration Number:	2362720	ACCESS ENTERTAINMENT NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(509)458-2717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	509-624-5265		
<b>Email:</b>	jmm@wkdtlaw.com		
<b>Correspondent Name:</b>	Jody M. McCormick		
<b>Address Line 1:</b>	422 West Riverside Avenue, Suite 1100		
<b>Address Line 4:</b>	Spokane, WASHINGTON 99201		
<b>ATTORNEY DOCKET NUMBER:</b>	92980-21		
<b>NAME OF SUBMITTER:</b>	Debra A. Palm		
<b>Signature:</b>	/dap/		

OP \$65.00 2092662

Date:

04/07/2006

**Total Attachments: 33**

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## SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of March 31, 2006, among Access Television Network, Inc., a Delaware corporation, AccessTV PIN Acquisition LLC, a Delaware limited liability company, and Product Information Network Venture, a Colorado general partnership (collectively, "Debtor"), and Wells Fargo Foothill, Inc., a California corporation ("Lender").

### RECITALS

A. Debtor, Lender and others have entered into a Borrowing Agreement of even date (the "Borrowing Agreement") pursuant to which Lender has agreed to make a secured loan to Debtor.

B. Debtor is entering into this Agreement in order to secure Debtor's repayment obligations to Lender.

### AGREEMENT

In consideration of the foregoing, Debtor hereby agrees as follows:

1. **Definitions.** Most of the capitalized terms used in this Agreement are defined in the Borrowing Agreement or other of the Loan Documents. Other capitalized terms are defined below:

*Collateral* shall mean all fixtures and all tangible and intangible personal property of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, and wherever located, including, without limitation:

All machinery, equipment, furnishings, audio, video, computer and other electronic equipment of every kind, tools, furniture, goods, whether now owned or hereafter acquired by Debtor or in which Debtor may now have or hereafter acquire an interest;

All accounts, accounts receivable, rights to payment, payment intangibles, other receivables of every kind, contract rights, contracts, franchise rights, licenses, licensing agreements, authorizations, entitlements, permits, leases, rents, security deposits, tangible and electronic chattel paper, promissory notes, commercial tort claims, insurance rights and benefits, and all general intangibles of Debtor (including, without limitation, goodwill and going concern value), whether now owned or hereafter acquired by Debtor or in which Debtor may now have or hereafter acquire an interest, including, without limitation, all instruments, documents of title, letters of credit, letter-of-credit rights, policies and certificates of insurance, securities, securities entitlements, investment property, partnership interests, membership interests in limited liability companies, bank

deposits, deposit accounts, checking accounts, certificates of deposit and cash, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

All inventory, including all merchandise, raw materials, work in process, finished goods and supplies, whether now owned or hereafter acquired by Debtor or in which Debtor may now have or hereafter acquire an interest;

All intellectual property of Borrower including, without limitation, all patents, trademarks, trade names, service marks, copyrights, blue prints, designs, websites, product lines and research and development and the goodwill and going concern value.

All books, records, documents, computer tapes and discs relating to all of the foregoing, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest;

All other property and assets of every type used or useful in connection with the ownership and operation of Debtor's business, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest; and

All replacements, substitutions, accessions, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest.

Anything contained in this Agreement to the contrary notwithstanding, the term "Collateral" shall not include any rights or interests in any contract, permit, license, franchise, charter or license agreement covering personal property that are now or hereafter held by Debtor to the extent that: (i) as a result of the grant of a security interest therein, such Debtor's right in or with respect to such asset would be forfeited or such Debtor would be deemed to have materially breached or defaulted under the applicable agreement that governs such asset pursuant to restrictions contained in the applicable agreement; and (ii) any such restriction is effective and enforceable under applicable law (including, without limitation, after giving effect to the provisions of Sections 9.406, 9.407, 9.408 or 9.409 of the UCC of any relevant jurisdiction); provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Agreement: (X) any and all proceeds of such assets, or (Y) such assets at any time that the restrictions in the agreement are no longer effective and enforceable or at any time that the consent of the other party to the agreement is obtained to the grant of a security interest in and to such asset in favor of the Lender.

For avoidance of doubt it is expressly understood and agreed that, to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that

any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of the Debtor of every kind and description.

*Debtor* shall mean Access Television Network, Inc., a Delaware corporation, AccessTV PIN Acquisition LLC, a Delaware limited liability company, and Product Information Network Venture, a Colorado general partnership and their successors and assigns.

*Lender* shall mean Wells Fargo Foothill, Inc., a California corporation. Lender shall also mean any successor or assign of Lender.

*Obligations* shall mean: (i) the due and punctual payment of the Note; (ii) the due and punctual payment and performance of all obligations of Debtor contained herein; (iii) the due and punctual payment and performance of all indebtedness, obligations and liabilities of Debtor, Pledgors, Guarantors and others contained in all other Loan Documents; and (iv) the payment and performance of all other indebtedness, liabilities and obligations of Debtor to Lender of every kind and whether direct, indirect or contingent, whether now existing or hereafter arising or incurred, due or to become due, whether otherwise secured or unsecured and howsoever evidenced, incurred or arising, including without limitation all future advances to Debtor.

*Security Interest* shall mean the security interest granted by Debtor to Lender pursuant to Section 2 hereof.

*UCC* shall mean the Article 9A of the Washington Uniform Commercial Code, RCW 62A.9A.101 et seq., as the same shall be amended or modified hereafter.

2. **Grant of Security Interest.** As security for the prompt payment and performance of the Obligations, Debtor grants to Lender a first priority, continuing security interest in, and hereby collaterally assigns to Lender, the Collateral. The Collateral shall be held by the Debtor, unless and until an Event of Default occurs and the Cure Period expires. The Security Interest is granted as security only and shall not subject Lender to, or transfer to Lender, or in any way affect or modify, any obligation or liability of Debtor under any of the Collateral or any transaction which gave rise thereto.

3. **Perfection of Security Interest.**

3.1 *Filing.* Debtor will execute, deliver, file and record (in such manner and form as Lender may require), or permit Lender to file and record, any financing statements, continuation statements and amendments thereto, any specific assignments or other paper that may be necessary or desirable, or that Lender may request, in order to create, confirm, preserve, perfect

or validate the Security Interest or to enable Lender to exercise and enforce its rights and remedies hereunder or under applicable law with respect to any of the Collateral. Debtor hereby appoints Lender as Debtor's attorney-in-fact to execute and file in the name and on behalf of Debtor such additional financing statements, continuation statements and amendments thereto as Lender may at any time request or require with respect to the Collateral.

3.2 *Control.* Debtor shall, at any time and from time to time, take such steps as Lender may request to permit Lender to (i) obtain an acknowledgement, in form and substance satisfactory to Lender, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the benefit of Lender, (ii) obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper with any agreements establishing control to be in form and substance satisfactory to Lender, and (iii) otherwise insure the continued perfection and priority of Lender's Security Interest in any of the Collateral and of the preservation of its rights therein. Debtor hereby represents and warrants that each depository account ("Collection Account") now maintained by Debtor at any bank ("Collection Agent") for the collection of checks and cash constituting proceeds of the Collateral and sales of other personal property which are part of the Collateral or containing proceeds of the Collateral (other than payroll accounts) is identified on Exhibit B attached hereto and made a part hereof. With respect to each Collection Account, within 60 days of Closing, Debtor shall deliver to Lender a Restricted Account Agreement in the form of Exhibit C attached hereto or in such other form as may be reasonably acceptable to Lender, duly executed and delivered by Debtor and the applicable Collection Agent, authorizing and directing such Collection Agent, upon receipt of written notice from Lender that an Event of Default has occurred and is continuing, to deposit all checks and cash received into a restricted account (a "Restricted Account") and remit all amounts deposited in such Restricted Account to Lender's account specified in such Restricted Account Agreement until such time as the Collection Agent receives written notice from Lender rescinding such instruction. Debtor shall, following the occurrence and during the continuance of an Event of Default and any subsequent request by Lender therefor, take such further action as Lender may deem desirable to effect the transfer of exclusive ownership and control of the Restricted Accounts and all Collection Accounts to Lender. Until all of the Obligations have been paid in full, Debtor agrees not to enter into any agreement or execute and deliver any direction which would modify, impair or adversely affect the rights and benefits of Lender under any Restricted Account Agreement. Debtor shall not open, establish or maintain any Collection Account (other than those identified on Exhibit B hereto) without first having delivered to Lender a duly executed and delivered Restricted Account Agreement (including in such form reasonably acceptable to Lender) with respect to such Collection Account. Debtor shall notify Lender in writing not less than five (5) days prior to the date it shall open or establish any Collection Account other than an account identified in Exhibit B attached hereto.

3.3 *Possession.* Debtor shall deliver to Lender all tangible negotiable documents, instruments, tangible chattel paper and certificated securities in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments, transfers or assignments in blank, with signatures properly guaranteed, all in form and substance satisfactory to Lender.

3.4 *Power of Attorney.* To effectuate the foregoing, Debtor hereby grants to Lender the right and power to:

(a) file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of the Debtor or words of similar effect and which contain any other information required by Section 9A-501 *et seq.* of the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor. The Debtor agrees to furnish any such information to the Lender promptly upon request;

(b) file, in Debtor's name, one or more financing statements, continuation statements or other documents under the UCC (and the commercial code(s) of any other state in which Lender deems the filing of such documents to be necessary or desirable) covering the Collateral, and naming Debtor as "debtor" and Lender as a "secured party";

(c) correct and complete any financing statements, continuation statements or other documents that have been signed or filed by Debtor or Lender; and

(d) amend this Agreement for the purpose of reflecting any hereafter acquired Collateral.

4. **Representations, Warranties and Covenants.** Debtor represents, warrants and agrees that:

4.1 *Ownership and Custody of Collateral.* Except for the Permitted Liens, Debtor has good and marketable title to the Collateral, free and clear of all liens and encumbrances, and will defend such title and Lender's interest therein. Debtor will indemnify and defend Lender, and hold it harmless from any loss or liability incurred by it in the defense of title. Debtor will use commercially reasonable efforts to maintain the Collateral in good condition at all times and will use commercially reasonable efforts to not permit the Collateral to be wasted, damaged, destroyed or used in an unlawful or injurious manner. Exhibit A lists all patents, trademarks, trade names, service marks and copyrights owned by or registered to Borrower.

4.2 *Protection of Collateral.* Debtor will keep the Collateral free and clear of all liens, security interests and encumbrances, excepting only the Permitted Liens, and shall keep the Collateral (other than inventory sold in the ordinary course of business, inventory in transit to a buyer or equipment transferred or moved between or to new headend locations) at the locations set forth in Exhibits A and A-1 to this Agreement as undated with the monthly financial statements. Except for financing statements evidencing the Permitted Liens, no other financing statements, security agreements or other instruments naming the Debtor as "debtor" and affecting the Collateral exist or are on file or are recorded in any public office. Without first obtaining the prior written consent of Lender, Debtor will not transfer (except as permitted in the Borrowing

Agreement) or further encumber any part of the Collateral or any interest in the Collateral. Debtor will insure the Collateral against risk of damage, loss and destruction in accordance with the standards prescribed in the Borrowing Agreement, in such amounts and with such insurance company or companies as Lender may reasonably specify. Debtor shall deliver to Lender evidence of compliance with this provision. Debtor assumes all responsibility and liability arising from the use of the Collateral, and will indemnify and hold Lender, its officers, directors, agents, employees, attorneys', successors and assigns, harmless from any and all loss or damage to persons or property resulting from the use of the Collateral.

4.3 *Performance.* Debtor will perform promptly all of its Obligations.

4.4 *Name and Tradenames of Debtor.* Debtor's exact legal name is set forth in the Section 1 hereof. All of Debtor's trade names are listed on Exhibit A hereto. No financing statements with respect to the Collateral have been filed under any other names except as those disclosed to Lender in this Section. Debtor will not change its name without the prior written consent of Lender.

4.5 *Location of Records and Collateral.* Debtor's principal place of business is listed on Exhibit A attached hereto. Debtor's records concerning the Collateral are kept at its place of business at such address, and the Collateral is, at the time of Closing, currently located at such addresses and at the additional address(es) specified on Exhibits A and A-1 hereto, which exhibit may be amended from time-to-time or at any time by Lender to reflect the address at which any hereafter acquired Collateral is located. Debtor will provide Lender, at least 30 days prior to occurrence, with written notice of any change in the chief executive office of Debtor or the office where Debtor maintains its books and records pertaining to the Collateral. Debtor, upon Lender's request, will advise Lender in writing of the then current additional location(s) of the Collateral.

4.6 *Access to Records.* Debtor will maintain full and accurate books of account, ledgers and other written records relating to the Collateral. Lender shall at all times have the right to inspect any of Debtor's records relating to the Collateral and the right to obtain copies of the records. Lender understands that such books and records may contain proprietary or confidential information, and agrees to use all reasonable efforts to maintain the proprietary or confidential nature of such information.

4.7 *Litigation.* As of the Closing Date, no unsatisfied judgments, decrees or orders of any court or governmental body are outstanding against Debtor or against the Collateral. No proceedings are pending, nor has Debtor been threatened with the institution of proceedings, before any court or governmental body which will materially and adversely affect the financial condition of Debtor or the status of the Collateral.

4.8 *Payment of Taxes and Indebtedness.* Debtor will promptly pay any and all taxes, assessments and governmental charges upon the Collateral prior to the date penalties are attached thereto, except to the extent that such taxes, assessments and charges shall be contested



in good faith by Debtor and adequate reserves have been set aside therefore. Debtor will execute and deliver to Lender, upon demand, certificates attesting to the timely payment or deposit of the sums owed on all such liens, taxes, assessments or contributions. Debtor will fully comply with all terms and provisions of this Agreement and all other security instruments upon which it is obligated.

4.9 *Power to Undertake Agreement.* Debtor has the unqualified right and authority to enter into this Agreement and to perform its terms.

4.10 *No Impairment of Obligations.* Until the Note has been paid in full, Debtor will not make any agreement which is inconsistent with its Obligations, nor sell, lease or otherwise dispose of the Collateral other than as permitted in the Borrowing Agreement, unless Debtor has obtained the prior written consent of Lender. Lender may, as a condition of giving consent, require that all or part of the proceeds be applied to the Note as a prepayment. Until the Note has been paid in full, Debtor will not incur, create, assume or permit to exist any debt other than as may be permitted by the Borrowing Agreement.

4.11 *Inspection of Collateral.* Debtor grants Lender the right to visit its chief executive office or the office where Debtor maintains its books and records and will use commercially reasonable efforts to provide Lender the right to visit Debtor's locations described in Exhibit A-1 hereof or any other place where the Collateral may be located, at reasonable times during regular business hours to inspect the Collateral.

4.12 *Compliance with Laws.* Debtor will not use any part of the Collateral in violation of any statute, ordinance or insurance policy covering such Collateral.

5. **Notice of Event of Default and Right to Cure.** Lender shall give Notice of any Event of Default to Debtor, and Debtor shall have the right to cure such Event of Default within the applicable Cure Period. If Debtor fails to cure the Event of Default within the applicable Cure Period, then Lender may pursue any and all remedies provided in this Agreement and in the other Loan Documents.

6. **Remedies on Default.** If an Event of Default shall have occurred (and the Cure Period has expired) and be continuing, Lender may take any of the following actions:

6.1 *Private/Public Sale.* Lender may exercise all the rights and remedies of a secured party under the UCC and, in addition, Lender may, without being required to give any Notice, except as herein provided or as may be required by mandatory provisions of law, including provisions that require a secured party to act in a commercially reasonable manner, sell the Collateral, or any part thereof, at one or more public or private sales for cash, upon credit or for future delivery, and at such price or prices as Lender may deem appropriate. Notwithstanding anything to the contrary contained in this Agreement, Lender shall not be deemed to have accepted any Collateral in kind in lieu of cash in satisfaction and payment of the Obligations unless Lender expressly agrees to such acceptance in a written instrument executed by Lender.

Any holder of an Obligation may be the purchaser of any or all of the Collateral so sold at any public sale (and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same absolutely, free from any right or claim of whatsoever kind. Upon any such sale, Lender shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold absolutely, free from any claim or right of any kind, including any equity or right of redemption of Debtor.

6.2 *Require Assembly of the Collateral.* Lender may require Debtor to assemble all or any part of the Collateral and make it available to Lender at a place to be designated by Lender which is convenient.

6.3 *Notice of Sale.* Unless the Collateral to be sold is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Debtor at least 10 days Notice of its intention to make any such public or private sale. Lender and Debtor agree that Notice constitutes "reasonable notification" within the meaning of the UCC. Lender shall not be obligated to make such sale pursuant to any such Notice. Lender may, without Notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Lender until the selling price is paid by the purchaser thereof, but Lender shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like Notice.

6.4 *Judicial Remedies.* Lender, instead of exercising the power of sale herein conferred upon them, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

6.5 *Notification of Account Debtors.* Lender shall be entitled to notify the account debtors or obligors under any receivables of the assignment of such receivables to Lender, and to direct such account debtors or obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Lender, or to a lockbox designated by Lender, and to enforce collection of any such receivables. After receipt by Debtor of the notice from Lender referred to in the preceding sentence, all amounts and proceeds (including instruments) received by Debtor in respect of the receivables shall be received in trust for the benefit of Lender, and shall be forthwith paid over to Lender, in the same form as so received with any necessary endorsement to be held and applied as cash collateral.

6.6 *Rights to Possession and Use.* Lender shall have the right and power to enter into any premises where the Collateral is located and take possession of all or any part of the Collateral, and to exclude Debtor and all persons claiming under Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon

any such taking of possession, Lender may, from time to time, at the expense of Debtor, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as Lender may deem appropriate. In such case, Lender shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of Debtor in respect thereto as Lender shall deem appropriate; and Lender shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which Lender may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which Lender may be required or authorized to make under any provision of this Agreement including, without limitation, legal costs and attorneys' fees. The remainder of such rents, issues, profits, fees, revenues and other income shall be applied to the payment of the Obligations in such order or priority as Lender shall determine (subject to the provisions hereof) and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be paid over to Debtor. In addition, Lender is entitled, but shall not be obligated, without notice to or demand upon Debtor, to have a receiver appointed to exercise all of the foregoing rights.

6.7 *Power of Attorney.* Debtor hereby irrevocably appoints Lender to be Debtor's true and lawful attorney, with full power of substitution, in the name of Debtor, Lender or otherwise, for the sole use and benefit of Lender, but at Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time after any uncured Event of Default has occurred, all or any of the following powers with respect to all or any of the Collateral (which power shall be in addition and supplemental to any powers, rights and remedies of Lender described herein or otherwise available to Lender under applicable law):

- (i) to demand, sue for, collect, receive and give acquaintance for any and all moneys due or to become due upon or by virtue thereof;
- (ii) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Lender in connection therewith;
- (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
- (iv) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or any related goods securing Debtor's account receivables, as fully and effectually as if Lender were the absolute owner thereof;
- (v) to extend the time of payment of any or all of Debtor's account receivables thereof and to make any allowance and other adjustments with reference thereto;

(vi) to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon; and

(vii) to make and execute all conveyances, assignments and transfers of any Collateral sold in accordance with this Agreement.

6.8 *Remedies Cumulative.* All rights and remedies contained herein shall be separate and cumulative and in addition to all other rights and remedies available to a secured party under applicable law, and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies.

7. **Lender Not an Owner or Manager.** Notwithstanding anything herein contained to the contrary, Debtor's execution and delivery of this Agreement and any related agreements does not and will not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of Debtor by Lender, or control, affirmative or negative, direct or indirect, by Lender over the management or any other aspect of the operation of Debtor or any of its properties.

8. **Termination of Security Agreement.** At such time as Debtor shall completely satisfy all of the Obligations and Lender shall not be under any further obligation to make advances under the Loan, this Agreement shall terminate. At that time, Lender shall release Lender's interests in the Collateral, which shall include the filing of termination statements under the UCC or return to Debtor of all Collateral in the possession of Lender.

9. **Debtor's Waivers.** Debtor hereby waives, to the fullest extent permitted by applicable law, (a) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Debtor or any principal thereof or any defect in the formation of Debtor; (b) any defense based upon the application by Debtor of the proceeds of the Loan for purposes other than the purposes represented by Debtor to Lender or intended or understood by Lender or Debtor; (c) all rights and defenses arising out of an election of remedies by the Lender; (d) any rights and defenses based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code; (e) any rights and defenses based upon any waiver by Lender of its rights, powers or remedies under the Loan Documents or any delay by Lender in exercising the same; (f) presentment, demand, protest and Notice of any kind, including, without limitation, Notice of default, and any defenses relating thereto arising under applicable law; (g) any rights and defenses based on the fair value limitations of applicable law; (h) any rights and defenses based on any transfer of all or part of any security for the Loan to Lender by deed in lieu of foreclosure; (i) any rights and defenses based on release of any guarantor, surety, collateral or other security for the loan; and (j) any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Agreement. Debtor hereby agree that the payment of all sums payable under the Note and the other Loan Documents or any part thereof or other act which tolls any statute of limitations applicable to the Note and the other Loan Documents shall similarly operate to toll the statute of limitations applicable to Debtor's liability hereunder.

10. **Further Assurances.** Each party agrees to take any additional actions and to make, execute, obtain and deliver any additional written instruments that may be reasonably required to carry out the terms, provisions, intentions and purposes of this Agreement.

11. **Miscellaneous Provisions.**

11.1 *Modifications.* This Agreement may not be changed orally. For a modification of this Agreement to be effective, it must be in writing and have been signed by Debtor and Lender.

11.2 *Assignability.* This Agreement may be assigned by Lender, in whole or in part and in its sole discretion, upon Notice to Debtor but without the consent or approval of Debtor in connection with any assignment by Lender of its interest in the Loan. This Agreement may not be assigned by Debtor, either directly or indirectly, in whole or in part, without the prior written consent of Lender. This Agreement and the duties set forth herein shall bind Debtor and its successors and assigns. All rights and powers established in this Agreement shall benefit Lender and its successors and assigns.

11.3 *Headings.* Section and subsection headings used in this Agreement are included for convenience and ease of reference only and shall not in any manner influence the construction or interpretation of any provision of this Agreement or be given any substantive effect.

11.4 *Waiver.* No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by the party's duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance or the right or obligation in any other instance, in any other respect, or at any other time. No failure on the part of Lender to exercise, and no delay in exercising any right or obligation under this Agreement shall operate as a waiver thereof.

11.5 *Invalid Provision.* If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.

11.6 *Attorneys' Fees.* If any litigation or other dispute resolution proceeding is commenced between Lender or Debtor to enforce or determine the rights or responsibilities of Lender or Debtor, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses and costs. Such fees,

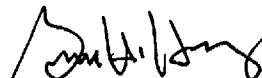
expenses and costs shall include all statutory costs and disbursements, all costs associated with discovery depositions and expert witness fees, and all out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For purposes of this section, the phrase "litigation or other dispute resolution" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, any arbitration or mediation, any proceeding commenced in the bankruptcy courts of the United States, and any appeal from any of the foregoing.

11.7 *Governing Law and Venue; Waiver of Jury Trial.* This Agreement is made in accordance with, and shall be interpreted and enforced pursuant to, the laws of the State of Washington, including the UCC, and the federal laws of the United States of America. If any action or other proceeding shall be brought by Debtor in connection with this Agreement, the venue of such action shall be in Spokane County, Washington. If any action or other proceeding shall be brought by Lender in connection with this Agreement, the venue of such action shall be in Spokane County, Washington or in such other jurisdiction for which venue is proper under applicable law. Debtor hereby consents to the personal jurisdiction of the Superior Court of Spokane County and the United States District Court for the Eastern District of Washington. **DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

Executed and delivered as of the date first above written.

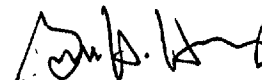
DEBTOR:

ACCESS TELEVISION NETWORK, INC.,  
a Delaware corporation

By:   
George H. Henry, President

ACCESSTV PIN ACQUISITION LLC,  
a Delaware limited liability company

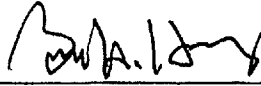
By: Access Television Network, Inc.,  
Its Sole Member

By:   
George H. Henry, President

[Execution signatures continue on following page.]

PRODUCT INFORMATION NETWORK VENTURE,  
a Colorado general partnership

By: Access Television Network, Inc.,  
Its General Partner

By:   
\_\_\_\_\_  
George H. Henry, President

**Exhibit A to Security Agreement**

Debtor's Patents:	None
Debtor's Trademarks:	None
Debtor's Trade Names:	None
Debtor's Copyrights:	None
Service Marks:	Access Television Network Product Information Network Access Entertainment Network



**Exhibit A-1 to Security Agreement**

**List of Headend Locations as of Closing**

SECURITY AGREEMENT - 15

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Access Television Network  
 Prepaid Information Network  
 Technical Asset List In The Field

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Ohio	350	11814	General Instruments	DSR-4400 (IRD)	0160016215001450	Cincinnati, OH	Time Warner
Michigan	4545	11817	General Instruments	DSR-4400 (IRD)	0160016211000058	Charlotte, MI	MDM
North Carolina	520	11825	General Instruments	DSR-4400 (IRD)	0150016215001467	Shelby, NC	Time Warner
Connecticut	CPW	11827	General Instruments	DSR-4400 (IRD)	0160016215006240	Stamford, CT	Ascend Media
Oregon	756	11828	General Instruments	DSR-4400 (IRD)	0160016211001409	Portland, OR	Comcast
West Virginia	806	11832	General Instruments	DSR-4400 (IRD)	0160016215000396	Clarksburg, WV	Time Warner
Maryland	532	11834	General Instruments	DSR-4400 (IRD)	0160016211000075	Millersville, MD	MDM
South Carolina	092	11838	General Instruments	DSR-4400 (IRD)	0160016215001054	Columbia, SC	Time Warner
Oregon	756	11842	General Instruments	DSR-4400 (IRD)	0160016215000958	Portland, OR	Comcast
Ohio	051	11845	General Instruments	DSR-4400 (IRD)	0160016215004405	Columbus, OH	Time Warner
Ohio	4556	11846	General Instruments	DSR-4400 (IRD)	0160016215001245	Greater Dayton/Kettering, OH	Time Warner
California	171	11847	General Instruments	DSR-4400 (IRD)	0160016211001126	Desert Hot Springs, CA	Adelphia
Wisconsin	437	11849	General Instruments	DSR-4400 (IRD)	0160016211000082	La Crosse, WI	Charter
Wisconsin	156	11851	General Instruments	DSR-4400 (IRD)	0160016211000095	Milwaukee/Janacek, WI	Time Warner
Ohio	064	11852	General Instruments	DSR-4400 (IRD)	0160016215001030	Greater Dayton/Kettering, OH	Time Warner
Ohio	632	11855	General Instruments	DSR-4400 (IRD)	0160016211000136	Bowling Green/Wood County, OH	Time Warner
Virginia	413	11858	General Instruments	DSR-4400 (IRD)	0160016209002302	Chesterfield, VA	Comcast
Oregon	756	11864	General Instruments	DSR-4400 (IRD)	0160016211001379	Portland, OR	Comcast
Louisiana	631	11866	General Instruments	DSR-4400 (IRD)	0160016211000037	West Monroe, LA	Time Warner
Michigan	309	11871	General Instruments	DSR-4400 (IRD)	0160016215000866	East Lansing, MI	Comcast
Minnesota	493	11872	General Instruments	DSR-4400 (IRD)	0160016215000910	Minneapolis, MN	Time Warner
Texas	177	11874	General Instruments	DSR-4400 (IRD)	0160016215001078	Fl. Worth, TX	Charter
Kansas	773	11875	General Instruments	DSR-4400 (IRD)	0160016215000736	Wichita, KS	Cox
New Hampshire	542	11876	General Instruments	DSR-4400 (IRD) (Spare)	0160016242000051	Exeter, NH	Comcast
Florida	552	11877	General Instruments	DSR-4400 (IRD)	0160016211001201	Pinnelas, FL	Time Warner
Minnesota	493	11878	General Instruments	DSR-4400 (IRD)	0160016211001133	Minneapolis, MN	Time Warner
Arizona	301	11885	General Instruments	DSR-4400 (IRD)	0160016215000939	Flagstaff, AZ	NPG
California	597	11894	General Instruments	DSR-4400 (IRD)	0160016209002326	Garden Grove, CA	Time Warner
New York	489	11902	General Instruments	DSR-4400 (IRD)	0160016209002453	Cortland, NY	Time Warner
New Jersey	4553	11903	General Instruments	DSR-4400 (IRD)	0160016215005332	Bergen, NJ	Time Warner
Nebraska	326	11906	General Instruments	DSR-4400 (IRD)	0160016211000259	Omaha, NE	Cox
Virginia	271	11910	General Instruments	DSR-4400 (IRD)	0160016242004059	Arlington, VA	Comcast

Access Television Network  
 Product Information Network  
 Technical Asset List (in The Field)

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
New York	4549	11515	General Instruments	DSR-4400 (IRD)	0160016215004307	Albany/Troy, NY	Time Warner
California	4029	11919	General Instruments	DSR-4400 (IRD)	0160016215000941	Bakersfield, CA	Time Warner
Oregon	723	11920	General Instruments	DSR-4400 (IRD)	0160016215006271	McMinnville/Salem, OR	Comcast
Iowa	152	11930	General Instruments	DSR-4400 (IRD)	0160016211001119	Dubuque, IA	MediaCom
Oregon	756	11933	General Instruments	DSR-4400 (IRD)	0160016242004097	Portland, OR	Comcast
Kentucky	652	11936	General Instruments	DSR-4400 (IRD)	0160016211001362	Louisville/South Indiana, KY	Insight
Michigan	776	11939	General Instruments	DSR-4400 (IRD)	0160016215004277	Adrian, MI	Comcast
Massachusetts	238	11948	General Instruments	DSR-4400 (IRD)	0160016211000471	Brockton, MA	Comcast
New York	207	11950	General Instruments	DSR-4400 (IRD)	0160016211001010	Binghamton, NY	Time Warner
Massachusetts	238	11951	General Instruments	DSR-4400 (IRD) (Spare)	0160016215006011	Brockton, MA	Comcast
Oklahoma	209	11953	General Instruments	DSR-4400 (IRD) (Spare)	0160016215001498	Oklahoma City, OK	Cox
Florida	607	11962	General Instruments	DSR-4400 (IRD)	0160016215006295	Cape Coral, FL	Time Warner
California	065	11963	General Instruments	DSR-4400 (IRD)	0160016242004080	Hayward, CA	Comcast
Nebraska	212	11964	General Instruments	DSR-4400 (IRD)	0160016215006103	Lincoln, NE	Time Warner
New York	216	11967	General Instruments	DSR-4400 (IRD)	0160016268001933	Utica, NY	Time Warner
Florida	628	11972	General Instruments	DSR-4400 (IRD)	0160016241005484	Hillsborough/Tampa/Brandon, FL	Time Warner
Mississippi	761	11975	General Instruments	DSR-4400 (IRD)	0160016240000343	Gulfport, MS	Cable One
Tennessee	646	11977	General Instruments	DSR-4400 (IRD)	0160016241006450	Nashville, TN	Comcast
New Jersey	184	11978	General Instruments	DSR-4400 (IRD)	0160016271002590	Hoboken, NJ	Cablevision
Hawaii	594	11981	General Instruments	DSR-4400 (IRD)	0160016242002390	Honolulu, HI	Time Warner
Wisconsin	4559	11982	General Instruments	DSR-4400 (IRD)	0160016211001041	Kenosha/Racine, WI	Time Warner
Oklahoma	764	11999	General Instruments	DSR-4400 (IRD)	0160016215005694	Tulsa, OK	Cox
Virginia	413	12008	General Instruments	DSR-4400 (IRD)	0160016242004158	Chesterfield, VA	Comcast
Illinois	322	12011	General Instruments	DSR-4400 (IRD)	0160016211001027	Maryville/Belleville, IL	Charter
Wisconsin	790	12013	General Instruments	DSR-4400 (IRD)	0159026065000194	Marinette, WI	Time Warner
New York	783	12020	General Instruments	DSR-4400 (IRD)	0160016215006165	Oneonta, NY	Time Warner
Ohio	282	12024	General Instruments	DSR-4400 (IRD)	0160016240001029	Massillon, OH	Massillon
Florida	4561	12025	General Instruments	DSR-4400 (IRD)	0160016348001679	Manatee, FL	Time Warner
New York	4554	12027	General Instruments	DSR-4400 (IRD)	0160016241001943	Cortland, NY	Time Warner
Connecticut	524	12041	General Instruments	DSR-4400 (IRD)	0160016240000534	Manchester, CT	Cox
North Carolina	628	12043	General Instruments	DSR-4400 (IRD)	0160016241001196	Raleigh/Durham, NC	Time Warner
New York	214	12052	General Instruments	DSR-4400 (IRD)	0160016241001134	Syracuse, NY	Time Warner
North Carolina	615	12054	General Instruments	DSR-4400 (IRD)	0160016215000149	Morehead/Newport, NC	Time Warner
New York	580	12055	General Instruments	DSR-4400 (IRD)	0160016241002131	South Manhattan, NY	Time Warner
California	739	12061	General Instruments	DSR-4400 (IRD)	0160016215003936	Orange County, CA	Cox

Access Television Network  
 Product Information Network  
 Technical-Asset List (in The Field)

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
New Jersey	001	12063	General Instruments	DSR-4400 (IRD)	0160016215000253	Oakland, NJ	Cablevision
New York	214	12065	General Instruments	DSR-4400 (IRD)	0160016215000439	Syracuse, NY	Time Warner
Colorado	169	12068	General Instruments	DSR-4400 (IRD)	0160016215000125	Denver, CO	Comcast
Maryland	090	12072	General Instruments	DSR-4400 (IRD)	0160016215003751	Ocean City, MD	Comcast
Oklahoma	209	12075	General Instruments	DSR-4400 (IRD)	0160016241001065	Oklahoma City, OK	Cox
Illinois	500	12077	General Instruments	DSR-4400 (IRD)	0160016215003904	Normal/Bloomington, IL	Insignia
Nebraska	263	12085	General Instruments	DSR-4400 (IRD) (Spare)	0160016215003997	Omaha, NE	Cox
Pennsylvania	514	12086	General Instruments	DSR-4400 (IRD)	0160016215003805	Erie, PA	Time Warner
Oregon	724	12088	General Instruments	DSR-4400 (IRD)	0160016215000156	Eugene, OR	Comcast
Alabama	612	12089	General Instruments	DSR-4400 (IRD)	0160016215004017	Birmingham, AL	Time Warner
Louisiana	613	12090	General Instruments	DSR-4400 (IRD)	0160016215005380	Houma, LA	Time Warner
New York	031	12093	General Instruments	DSR-4400 (IRD)	0160016215004055	Albany/Troy, NY	Time Warner
New York	267	12097	General Instruments	DSR-4400 (IRD)	0160016215003762	Rome/Oneida, NY	Time Warner
Ohio	311	12099	General Instruments	DSR-4400 (IRD)	0160016215003775	Wooster, OH	Massillon
Illinois	499	12101	General Instruments	DSR-4400 (IRD)	0160016215003737	Peoria/Galesburg, IL	Insignia
Texas	617	12102	General Instruments	DSR-4400 (IRD)	0160016215000446	Laredo, TX	Time Warner
California	073	12105	General Instruments	DSR-4400 (IRD)	0160016215000248	Bakersfield, CA	Time Warner
North Carolina	521	12108	General Instruments	DSR-4400 (IRD)	0160016215000194	Kannapolis, NC	Time Warner
Florida	029	12109	General Instruments	DSR-4400 (IRD)	0160016215000170	Orlando, FL	Time Warner
Nebraska	743	12110	General Instruments	DSR-4400 (IRD)	0160016215003799	Columbus, NE	Time Warner
Idaho	735	12112	General Instruments	DSR-4400 (IRD)	0160016215000118	Idaho Falls, ID	Cable One
Pennsylvania	640	12113	General Instruments	DSR-4400 (IRD)	0160016215000095	Ephrata, PA	Pencor
Idaho	745	12124	General Instruments	DSR-4400 (IRD)	0160016215003782	Coeur D'Alene, ID	Comcast
California	394	12130	General Instruments	DSR-4400 (IRD)	0160016215003898	Eureka, CA	Cox
Pennsylvania	086	12131	General Instruments	DSR-4400 (IRD) (Spare)	0160017035003044	Philadelphia, PA	Time Warner
Maine	146	12132	General Instruments	DSR-4400 (IRD)	0160017103001420	Portland, ME	Time Warner
New Jersey	603	12141	General Instruments	DSR-4400 (IRD)	0160017097000500	Bergen, NJ	Time Warner
Texas	298	12142	General Instruments	DSR-4400 (IRD)	0160017073000630	Waco, TX	Time Warner
Ohio	551	12143	General Instruments	DSR-4400 (IRD)	0160017035003297	Troy, OH	Time Warner
Ohio	598	12144	General Instruments	DSR-4400 (IRD)	0160017024000047	Lima, OH	Time Warner
Oregon	758	12145	General Instruments	DSR-4400 (IRD)	0160017035003265	Portland, OR	Comcast
Colorado	169	12146	General Instruments	DSR-4400 (IRD)	0160017079000450	Denver, CO	Comcast
New York	265	12147	General Instruments	DSR-4400 (IRD)	0160017023001748	North Country/Watertown, NY	Time Warner
Wisconsin	508	12150	General Instruments	DSR-4400 (IRD)	0160017035001163	Appleton, WI	Time Warner
New York	267	12152	General Instruments	DSR-4400 (IRD)	0160017035003273	Rome/Oneida, NY	Time Warner
California	269	12153	General Instruments	DSR-4400 (IRD)	0160017035002849	Placerville, CA	Comcast

Access Television Network  
 Product Information Network  
 Technical Asset List (in The Field)

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Florida	087	12154	General Instruments	DSR-4400 (IRD)	0160017023001259	Ocala, FL	Cox
Virginia	294	12157	General Instruments	DSR-4400 (IRD)	0160017025000534	Roanoke, VA	Cox
Tennessee	646	12160	General Instruments	DSR-4400 (IRD)	0160017079000436	Nashville, TN	Comcast
Michigan	288	12164	General Instruments	DSR-4400 (IRD) (Spare)	0160017106001467	Roseville, MI	Comcast
Texas	742	12167	General Instruments	DSR-4400 (IRD)	0160017023001830	Corpus Christi, TX	Time Warner
South Carolina	595	12170	General Instruments	DSR-4400 (IRD)	0160017023001847	Grand Strand, SC	Time Warner
Arizona	077	12171	General Instruments	DSR-4400 (IRD)	0160017023001851	Scottsdale, AZ	Cox
New Jersey	015	12174	General Instruments	DSR-4400 (IRD)	0160017024000146	Raritan Valley, NJ	Cablevision
Florida	590	12181	General Instruments	DSR-4400 (IRD)	0160017022000964	Tri County/Citrus-Hernando, FL	Time Warner
Florida	037	12182	General Instruments	DSR-4400 (IRD)	0160017024000184	Melbourne, FL	Time Warner
North Carolina	522	12183	General Instruments	DSR-4400 (IRD)	0160017022000855	Lexington, NC	Time Warner
California	018	12184	General Instruments	DSR-4400 (IRD)	0160017023001779	San Diego, CA	Time Warner
Ohio	4551	12187	General Instruments	DSR-4400 (IRD)	0160016024000177	Cincinnati, OH	Time Warner
Louisiana	115	12188	General Instruments	DSR-4400 (IRD)	0160017023001816	Shreveport, LA	Time Warner
New York	216	12190	General Instruments	DSR-4400 (IRD)	0160017035002726	Ithaca, NY	Time Warner
Pennsylvania	086	12191	General Instruments	DSR-4400 (IRD)	0160017035002900	Philadelphia, PA	Time Warner
Virginia	639	12194	General Instruments	DSR-4400 (IRD)	0160017023001755	Alexandria, VA	Comcast
Georgia	784	12196	General Instruments	DSR-4400 (IRD)	0160017024000108	Rome, GA	Comcast
New York	265	12197	General Instruments	DSR-4400 (IRD)	0160017022000872	North Country/Watertown, NY	Time Warner
Florida	576	12199	General Instruments	DSR-4400 (IRD)	0160017024000153	Pasco County, FL	Time Warner
Michigan	286	12200	General Instruments	DSR-4400 (IRD)	0160017024000016	Southfield, MI	Comcast
Louisiana	4567	12203	General Instruments	DSR-4400 (IRD)	0160017022001084	West Monroe, LA	Time Warner
Missouri	772	12205	General Instruments	DSR-4400 (IRD)	0160017024000033	Columbia, MO	MediaCom
Indiana	525	12206	General Instruments	DSR-4400 (IRD)	0160017022000988	Indianapolis, IN	Time Warner
Florida	4562	12208	General Instruments	DSR-4400 (IRD)	0160017022001152	Melbourne, FL	Time Warner
Maine	777	12212	General Instruments	DSR-4400 (IRD)	0160017024000023	Presque Isle, ME	Time Warner
Kansas	782	12217	General Instruments	DSR-4400 (IRD)	0160017022000919	Emporia, KS	Cable One
Columbia	045	12218	General Instruments	DSR-4400 (IRD)	0160017022001015	Washington, DC	Comcast
Mississippi	4558	12220	General Instruments	DSR-4400 (IRD)	0160017022001091	Jackson, MS	Time Warner
California	4410	12221	General Instruments	DSR-4400 (IRD)	0160017023001823	Torrance (Southbay), CA	Time Warner
Virginia	778	12227	General Instruments	DSR-4400 (IRD)	0160017022000780	Hampton Roads, VA	Cox
Oregon	724	12231	General Instruments	DSR-4400 (IRD)	0160017078001915	Eugene, OR	Comcast
Ohio	052	12252	General Instruments	DSR-4400 (IRD)	0160017079000498	Akron/Canton, OH	Time Warner
Idaho	732	12233	General Instruments	DSR-4400 (IRD)	0160017078001809	Boise, ID	Cable One
New Hampshire	542	12237	General Instruments	DSR-4400 (IRD) (Spare)	0160017079000405	Exeter, NH	Comcast
Michigan	155	12243	General Instruments	DSR-4400 (IRD)	0160017025000060	Charlotte, MI	MDM
North Carolina	616	12254	General Instruments	DSR-4400 (IRD)	0160017079000320	Wilmington, NC	Time Warner
Rhode Island	518	12257	General Instruments	DSR-4400 (IRD)	0160017078001373	West Warwick, RI	Cox

Access Television Network  
 Product Information Network  
 Technical Asset List in The Field

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State	Alt	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Florida	511	12261	General Instruments	DSR-4400 (IRD)	0160017078002011	Tn County/Polk, FL	Time Warner
Georgia	158	12264	General Instruments	DSR-4400 (IRD)	0160016250000418	Atlanta, GA	Comcast
Mississippi	760	12267	General Instruments	DSR-4400 (IRD)	0160016250000180	Bitou, MS	Cable One
Oregon	758	12268	General Instruments	DSR-4400 (IRD)	0160016254001364	Corvallis, OR	Comcast
Georgia	158	12275	General Instruments	DSR-4400 (IRD) (Square)	0160016250000104	Atlanta, GA	Comcast
Georgia	188	12278	General Instruments	DSR-4400 (IRD) (Square)	0160016250000128	Atlanta, GA	Comcast
Georgia	168	12281	General Instruments	DSR-4400 (IRD)	0160016264000671	Atlanta, GA	Comcast
Georgia	168	12284	General Instruments	DSR-4400 (IRD)	0160016250000319	Atlanta, GA	Comcast
Pennsylvania	IMS	12288	General Instruments	DSR-4400 (IRD)	0160016264000695	Broomall, PA	IMS
Texas	741	12291	General Instruments	DSR-4400 (IRD)	0160016264000558	Hartlingen, TX	Time Warner
Oregon	723	12293	General Instruments	DSR-4400 (IRD)	0160016250000043	McMinnville/Salem, OR	Comcast
Tennessee	819	12305	General Instruments	DSR-4400 (IRD)	0160016264000220	Memphis, TN	Time Warner
Indiana	785	12317	General Instruments	DSR-4400 (IRD)	0160016264001333	Southbend/Elkhart, IN	Comcast
California	765	12334	General Instruments	DSR-4400 (IRD)	0160017035001385	Monterey, CA	Comcast
Michigan	155	12340	General Instruments	DSR-4400 (IRD)	0160017035000746	Charlotte, MI	MDM
New York	577	12342	General Instruments	DSR-4400 (IRD)	0160017036000837	North Manhattan, NY	Time Warner
North Carolina	614	12346	General Instruments	DSR-4400 (IRD)	0160017035000999	Jacksonville, NC	Time Warner
Nebraska	4560	12347	General Instruments	DSR-4400 (IRD)	0160017035001422	Lincoln, NE	Time Warner
Nebraska	768	12350	General Instruments	DSR-4400 (IRD)	0160017035000838	Norfolk, NE	Cable One
Arizona	077	12354	General Instruments	DSR-4400 (IRD)	0160017079000214	Scottsdale, AZ	Cox
California	074	12360	General Instruments	DSR-4400 (IRD)	0160017035000760	Torrance (Southbay), CA	Time Warner
North Carolina	471	12367	General Instruments	DSR-4500 (IRD)	D45029566	Charlotte, NC	Time Warner
North Carolina	002	12382	General Instruments	DSR-4400 (IRD)	0160017035002276	Shalotte, NC	Time Warner
South Carolina	641	12395	General Instruments	DSR-4400 (IRD)	0160016215003911-D	Spartanburg, SC	Charter
Pennsylvania	514	12404	General Instruments	DSR-4400 (IRD)	0160016274000128	Erie, PA	Time Warner
New York	432	12410	General Instruments	DSR-4400 (IRD)	0160016274002221	Orange County, NY	Time Warner
New York	458	12411	General Instruments	DSR-4400 (IRD)	0160016274002245	Ilion, NY	Time Warner
New Jersey	574	12412	General Instruments	DSR-4400 (IRD)	0160017035002580	Paramus, NJ	US Cable
California	589	12442	General Instruments	DSR-4400 (IRD)	0160016250000295-D	Palm Desert, CA	Time Warner
California	623	12461	General Instruments	DSR-4400 (IRD)	0160016276003929	West Valley, CA	Time Warner
Texas	016	12518	General Instruments	DSR-4400 (IRD)	0160078146001930	Bryan/College Station, TX	Cox
California	462	12520	General Instruments	DSR-4400 (IRD)	0160078147002059	Glendale/Burbank, CA	Charter
Georgia	168	12521	General Instruments	DSR-4400 (IRD)	0160078146001831	Atlanta, GA	Comcast
Maryland	582	12523	General Instruments	DSR-4400 (IRD)	0160078146001679	Millersville, MD	MDM
California	463	12525	General Instruments	DSR-4400 (IRD)	0160078146001954	Thousand Oaks, CA	Adephia
Louisiana	115	12529	General Instruments	DSR-4400 (IRD)	0160078147002332	Shreveport, LA	Time Warner
New York	033	12530	General Instruments	DSR-4400 (IRD)	0160078143001414	Rochester, NY	Time Warner
Missouri	162	12531	General Instruments	DSR-4400 (IRD)	0160078147002196	Kansas City, MO	Time Warner

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 Product Information Network  
 Technical-Asset List in the Field

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State	Avr	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
New York	579	12532	General Instruments	DSR-4400 (IRD)	0160078147002257	Queens/Brooklyn, NY	Time Warner
Texas	714	12560	General Instruments	DSR-4400 (IRD)	0160078155002928	El Paso, TX	Time Warner
Washington	763	12564	General Instruments	DSR-4400 (IRD)	0160078155003307	Vancouver WA	Comcast
North Carolina	580	12566	General Instruments	DSR-4400 (IRD)	0160078155005089	Monroe, NC	Time Warner
Nevada	775	12567	General Instruments	DSR-4400 (IRD)	0160078155003500	Carson City/Gardenville, NV	Charter
Pennsylvania	4555	12568	General Instruments	DSR-4400 (IRD)	0160078155000923	Erie, PA	Time Warner
Wisconsin	220	12569	General Instruments	DSR-4400 (IRD)	0160078155001104	Kenosha/Racine WI	Time Warner
Michigan	286	12570	General Instruments	DSR-4400 (IRD)	0160078155001105	Southfield, MI	Comcast
New York	579	12572	General Instruments	DSR-4400 (IRD)	0160078155002867	Queens/Brooklyn, NY	Time Warner
Wisconsin	4550	12573	General Instruments	DSR-4400 (IRD)	0160078155002966	Appleton, WI	Time Warner
North Carolina	483	12575	General Instruments	DSR-4400 (IRD)	0160078155005141	Winston-Salem, NC	Time Warner
Wisconsin	156	12576	General Instruments	DSR-4400 (IRD)	0160078155003222	Milwaukee/Janacek, WI	Time Warner
Texas	177	12578	General Instruments	DSR-4400 (IRD)	0160078155003246	Fort Worth, TX	Charter
Georgia	248	12579	General Instruments	DSR-4400 (IRD)	0160078155001044	Albany, GA	MediaCom
Texas	484	12583	General Instruments	DSR-4400 (IRD)	0160078155003161	San Antonio, TX	Time Warner
New York	580	12596	General Instruments	DSR-4400 (IRD)	0160078152001160	South Manhattan, NY	Time Warner
New York	208	12600	General Instruments	DSR-4400 (IRD)	0160078152001362	Elmira/Corning, NY	Time Warner
Missouri	759	12605	General Instruments	DSR-4400 (IRD)	0160078152001849	Kirksville, MO	Cable One
New York	513	12606	General Instruments	DSR-4400 (IRD)	0160078152001764	Jamestown, NY	Time Warner
South Carolina	501	12607	General Instruments	DSR-4400 (IRD)	0160078152001207	Florence, SC	Time Warner
South Carolina	503	12608	General Instruments	DSR-4400 (IRD)	0160078152000408	Summerville, SC	Time Warner
Texas	506	12610	General Instruments	DSR-4400 (IRD)	0160078152001481	Austin, TX	Time Warner
Florida	559	12611	General Instruments	DSR-4400 (IRD)	0160078152001641	Flagler County, FL	Time Warner
Connecticut	GPW	12612	General Instruments	DSR-4400 (IRD)	0160078152001344	Stamford, CT	Ascent Media
New York	577	12615	General Instruments	DSR-4400 (IRD)	0160078152001523	North Manhattan, NY	Time Warner
Mississippi	502	12616	General Instruments	DSR-4400 (IRD)	0160078152001900	Jackson, MS	Time Warner
New York	461	12620	General Instruments	DSR-4500 (IRD)	D45027840	Staten Island, NY	Time Warner
Texas	568	12728	General Instruments	DSR-4400 (IRD)	0160078335000201	Wichita Falls, TX	Time Warner
North Carolina	523	12729	General Instruments	DSR-4400 (IRD)	0160078334001780	Greensboro, NC	Time Warner
North Carolina	562	12730	General Instruments	DSR-4400 (IRD)	0160078268000262	Rockingham, NC	Time Warner
Texas	393	12731	General Instruments	DSR-4400 (IRD)	0160078268000224	Houston, TX	Time Warner
Florida	100	12733	General Instruments	DSR-4400 (IRD)	0160078335000164	Manatee, FL	Time Warner
Arkansas	123	12737	General Instruments	DSR-4400 (IRD)	0160078339000546	Fort Smith, AR	Cox
Maryland	582	12738	General Instruments	DSR-4400 (IRD)	0160078334001902	Millersville, MD	MDM
Indiana	715	12741	General Instruments	DSR-4400 (IRD)	0160078334000028	Terre Haute, IN	Time Warner
Kansas	571	12744	General Instruments	DSR-4400 (IRD)	0160078334001756	Overland Park, KS	Time Warner
Iowa	307	12745	General Instruments	DSR-4400 (IRD)	0160078334001803	Sioux City, IA	Cable One
North Carolina	561	12751	General Instruments	DSR-4400 (IRD)	0160078334001889	Gastonia, NC	Time Warner

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State	Att	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Arkansas	123	12754	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	109499	Fort Smith, AR	Cox
North Carolina	522	12755	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	109498	Lexington, NC	Time Warner
North Carolina	527	12757	General Instruments	DSR-4400 (IRD)	0160016250000289	Fayetteville, NC	Time Warner
Ohio	064	12796	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111511	Greater Dayton/Kettering, OH	Time Warner
New York	492	12799	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111535	Orange County, NY	Time Warner
Florida	611	12804	Monroe Electronics	Monroe Electronic Switch Timer 3000R-165 AV	1112C1	Tri County/Polk, FL	Time Warner
Florida	590	12805	Monroe Electronics	Monroe Electronic Switch Timer 3000R-165 AV	1112C2	Tri County/Citrus-Hernando, FL	Time Warner
Florida	213	12807	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111549	Leesburg, FL	Comcast
West Virginia	606	12808	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111550	Clarksburg, WV	Time Warner
South Carolina	503	12809	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111551	Summerville, SC	Time Warner
Ohio	052	12810	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111552	Akron/Canton, OH	Time Warner
New York	500	12811	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111553	Mid Hudson, NY	Time Warner
North Carolina	560	12812	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111554	Monroe, NC	Time Warner
New York	489	12813	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111555	Cortland, NY	Time Warner
Michigan	504	12822	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111818	Livonia, MI	Time Warner
Texas	298	12823	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111819	Waco, TX	Time Warner
Ohio	598	12824	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111820	Lima, OH	Time Warner
Florida	576	12829	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111825	Pasco County, FL	Time Warner
New Jersey	603	12830	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111826	Bergen, NJ	Time Warner
North Carolina	614	12831	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111936	Jacksonville, NC	Time Warner
North Carolina	520	12834	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111939	Shelby, NC	Time Warner
South Carolina	092	12835	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111940	Columbia, SC	Time Warner
North Carolina	628	12836	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111941	Raleigh/Durham, NC	Time Warner
North Carolina	627	12839	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111944	Fayetteville, NC	Time Warner
North Carolina	615	12840	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111945	Morehead/Newport, NC	Time Warner
Louisiana	631	12842	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111975	West Monroe, LA	Time Warner
Texas	617	12843	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	111976	Laredo, TX	Time Warner
Washington	763	12844	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112069	Vancouver, WA	Comcast
California	269	12918	Monroe Electronics	(Spare)	112149	Placerville, CA	Comcast
Ohio	632	12920	Monroe Electronics	Monroe Electronic Switch Timer 3000R-149	112148	Bowling Green/Wood County, OH	Time Warner
Mississippi	502	12922	Monroe Electronics	Monroe Electronic Switch Timer 3000R-149	112146	Jackson, MS	Time Warner
New York	458	12923	Monroe Electronics	Monroe Electronic Switch Timer 3000R-149	112145	Ilion, NY	Time Warner
Tennessee	019	12928	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112415	Memphis, TN	Time Warner
New York	265	12931	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112413	North Country/Watertown, NY	Time Warner
Indiana	525	12934	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112410	Indianapolis, IN	Time Warner
Indiana	715	12935	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112416	Terre Haute, IN	Time Warner
California	734	12982	General Instruments	DSR-4400 (IRD)	0160016250000081	Victorville, CA	Charter
Texas	714	13021	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112847	El Paso, TX	Time Warner



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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
North Carolina	521	13024	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112844	Kannapolis NC	Time Warner
Wisconsin	228	13029	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112841	Kenosha/Raone, WI	Time Warner
Maryland	582	13031	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112887	Millersville, MD	MDM
Nebraska	4590	13036	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112882	Lincoln, NE	Time Warner
Kentucky	652	13037	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112885	Louisville/South Indiana, KY	Insight
Maryland	090	13040	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112964	Ocean City, MD	Comcast
Tennessee	646	13041	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112963	Nashville, TN	Comcast
South Carolina	641	13042	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112962	Spartanburg, SC	Charter
Virginia	413	13043	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	112961	Chesterfield VA	Comcast
Nebraska	212	13048	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113348	Lincoln, NE	Time Warner
Texas	484	13051	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113345	San Antonio, TX	Time Warner
Maryland	582	13052	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113346	Millersville, MD	MDM
Maryland	582	13053	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113347	Millersville, MD	MDM
Ohio	551	13054	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113743	Troy, OH	Time Warner
Ohio	4556	13055	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113745	Greater Dayton/Kettering, OH	Time Warner
Iowa	152	13058	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113747	Dubuque, IA	MediaCom
Texas	016	13063	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113811	Bryan/College Station, TX	Cox
Oklahoma	209	13066	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	113838	Oklahoma City, OK	Cox
North Carolina	551	13071	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114149	Gastonia, NC	Time Warner
New Jersey	013	13074	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114146	Raritan Valley, NJ	Cablevision
New York	513	13100	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114616	Jamestown, NY	Time Warner
Texas	587	13112	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114585	Port Arthur, TX	Time Warner
Texas	741	13113	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114793	Harlingen, TX	Time Warner
Iaho	745	13117	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	114583	Coeur D'Alene, ID	Comcast
Ohio	282	13118	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115319	Massillon, OH	Massillon
Illinois	499	13119	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115320	Peoria/Galesburg, IL	Insight
North Carolina	562	13120	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115317	Rockingham, NC	Time Warner
Virginia	294	13121	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115810	Roanoke, VA	Cox
North Carolina	471	13123	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115808	Charlotte, NC	Time Warner
Georgia	248	13124	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115807	Albany, GA	MediaCom
California	4805	13128	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115803	San Francisco, CA	Comcast
Michigan	155	13130	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115801	Charlotte, MI	MDM
Michigan	155	13131	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115800	Charlotte, MI	MDM
Mississippi	4558	13134	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115797	Jackson, MS	Time Warner
Louisiana	4567	13135	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	115796	West Monroe, LA	Time Warner
Oregon	758	13136	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	117714	Corvallis, OR	Comcast
Oregon	756	13137	Monroe Electronics	(Spare)	117715	Portland, OR	Comcast
Oregon	724	13138	Monroe Electronics	Monroe Electronic Switch Timer 3000R-157	117717	Eugene, OR	Comcast

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Wisconsin	4550	13139	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117718	Appleton, WI	Time Warner
Texas	742	13140	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117721	Corpus Christi, TX	Time Warner
Wisconsin	437	13141	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117713	La Crosse, WI	Charter
Texas	568	13143	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117719	Wichita Falls, TX	Time Warner
Oregon	723	13144	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117720	McMinnville/Salem, OR	Comcast
Wisconsin	506	13145	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	117712	Appleton, WI	Time Warner
Michigan	4545	13162	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157	113742	Charlotte, MI	Millennium Digital Media
Virginia	4608	13168	Motorola/GI	DSR-4402X, (IRD)	0622034084060397	Hampton Roads, VA	Cox
Ohio	4011	40060	Motorola/GI	DSR-4400, (IRD)	0160078087000160	Amesia, OH	Adelphia
California	4011	40001	Motorola/GI	DSR-4400, (IRD) (Spare)	0160078087000218	Amesia, OH	Adelphia
Vermont	4035	40003	Motorola/GI	DSR-4400, (IRD)	0160089160001813	Barre, VT	Charter
Georgia	4134	40011	Motorola/GI	DSR-4400, (IRD)	0160078087000214	Dublin, GA	Charter
Oregon	4147	40012	Motorola/GI	DSR-4400, (IRD)	0160089160001950	Eugene, OR	Comcast
Wisconsin	4210	40016	Motorola/GI	DSR-4400, (IRD)	0160016206001231	LaCrosse, WI	Charter
Arizona	4312	40026	Motorola/GI	DSR-4400, (IRD)	0160078087003444	Parker, AZ	NP&G
California	4336	40029	Motorola/GI	DSR-4400, (IRD)	0160089160002032	Redding, CA	Charter
Virginia	4342	40030	Motorola/GI	DSR-4400, (IRD)	0160089160000595	Roanoke, VA	Cox
Oregon	4352	40032	Motorola/GI	DSR-4400, (IRD) (Spare)	0160078336002129	Salem, OR	Comcast
Arizona	4367	40033	Motorola/GI	DSR-4400, (IRD)	0160078087000153	Sedona, AZ	NP&G
Connecticut	4451	40040	Motorola/GI	DSR-4400, (IRD)	0160078215000079	Wilmington/Ashford, CT	Charter
New Mexico	4481	40075	Motorola/GI	DSR-4400, (IRD)	0160078087003598	Roswell, NM	Cable One
New York	4497	40078	Motorola/GI	DSR-4400, (IRD)	0160078336003300	Plattsburgh, NY	Charter
Texas	4532	40096	Motorola/GI	DSR-4400, (IRD)	0160078087002331	Houston, TX	Time Warner
Kansas	4521	40101	Motorola/GI	DSR-4400, (IRD)	0160078087000184	Emporia, KS	Cable One
California	4148	40104	Motorola/GI	DSR-4400, (IRD)	0160078087002034	Eureka/Humboldt County, CA	Cox
Missouri	4492	40106	Motorola/GI	DSR-4400, (IRD)	0160078087002140	Jefferson County, MO	Media One
New York	4195	40115	Motorola/GI	DSR-4400, (IRD)	0160078087003819	Jamestown, NY	Time Warner
Louisiana	4494	40117	Motorola/GI	DSR-4400, (IRD)	0160089019003500	Shreveport, LA	Time Warner
Maine	4328	40118	Motorola/GI	DSR-4400, (IRD)	0160016215006080	Portland, ME	Time Warner
Missouri	4491	40123	Motorola/GI	DSR-4400, (IRD)	0160089300002144	Columbia, MO	On Media
Maryland	336	40130	Motorola/GI	DSR-4400X, (IRD)	0398441043000350	Anne Arundel/Gambriels, MD	Comcast
Alabama	4024	40135	Motorola/GI	DSR-4400X, (IRD)	0398441024001079	Auburn/Opelika, AL	Charter
Oregon	4040	40140	Motorola/GI	DSR-4400X, (IRD)	0398440118001587	Tualatin Valley/ST Helens, OR	Comcast
Idaho	4061	40146	Motorola/GI	DSR-4400X, (IRD)	0398440118001759	Boise, ID	Cable One
Massachusetts	4062	40147	DX Communications	DIR-767, (IRD)	0249078203000339	Boston, MA	Comcast
Massachusetts	4062	40148	DX Communications	DIR-767, (IRD)	0249078203002951	Boston, MA	Comcast
Massachusetts	4062	40149	DX Communications	DIR-767, (IRD)	0249078203003217	Boston, MA	Comcast
Massachusetts	4062	40150	DX Communications	DIR-767, (IRD)	0249078203004412	Boston, MA	Comcast

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Massachusetts	4062	40151	DX Communications	DIR-767 (IRD)	0249078203004535	Boston, MA	Comcast
Massachusetts	4062	40152	DX Communications	DIR-767 (IRD)	0249078204000178	Boston, MA	Comcast
Massachusetts	4062	40153	DX Communications	DIR-767 (IRD)	0249078204000475	Boston, MA	Comcast
Massachusetts	4062	40154	DX Communications	DIR-767 (IRD)	0249078204003339	Boston, MA	Comcast
Ohio	4059	40156	DX Communications	DIR-767 (IRD)	0249389081000632	Bryan, OH	Adelphia
Colorado	4074	40157	Motorola/GI	DSR-4400X (IRD)	0398441040006365	Burlington, CO	Charter
Texas	4070	40167	DX Communications	DIR-767 (IRD)	0249017266000740	Bryant College Station, TX	Cox
Colorado	4118	40172	DX Communications	DIR-767 (IRD)	0249089100000131	Cortez, CO	Charter
Oregon	4119	40173	Motorola/GI	DSR-4400X (IRD)	0398440116001187	Corvallis/Linn County, OR	Comcast
Oregon	4147	40184	Motorola/GI	DSR-4400X (IRD) (Spare)	0398440118001636	Eugene, OR	Comcast
Minnesota	794	40185	Motorola/GI	DSR-4400X (IRD)	0398440104002357	Jefferson City, MN	MediaCom
Colorado	4151	40193	DX Communications	DIR-767 (IRD)	0249089061001536	Fort Carson, CO	Charter
Arkansas	4163	40194	DX Communications	DIR-767 (IRD)	0249078236006575	Fort Smith, AR	Cox
Texas	4164	40195	DX Communications	DIR-767 (IRD)	0249089061002113	Fort Worth, TX	Charter
Idaho	4189	40207	Motorola/GI	DSR-4400X (IRD)	0398440125000837	Idaho Falls, ID	Cable One
Hawaii	4198	40211	DX Communications	DIR-767 (IRD)	0249017266000535	Kaunua-Kona, HI	Time Warner
Illinois	4205	40213	Motorola/GI	DSR-4400X (IRD)	0398440125000813	Kincaid, IL	Mediacom
Missouri	4208	40214	Motorola/GI	DSR-4400X (IRD)	0398449356001446	Kirksville, MO	Cable One
Hawaii	4212	40215	DX Communications	DIR-767 (IRD)	0249078295000507	Lahaina, HI	Time Warner
Colorado	4217	40218	Motorola/GI	DSR-4400X (IRD)	0398441040006287	Las Animas, CO	Charter
Wisconsin	011	40224	Motorola/GI	DSR-4400X (IRD)	0398440117001019	Madison, WI	Charter
Oregon	4255	40229	Motorola/GI	DSR-4400X (IRD)	0398440117001002	McMinnville, OR	Comcast
Tennessee	4257	40230	DX Communications	DIR-767 (IRD)	0249089029000623	Memphis, TN	Time Warner
Wisconsin	4495	40232	Motorola/GI	DSR-4400X (IRD)	0398440117000517	Milwaukee, WI	Time Warner
Maryland	346	40234	Motorola/GI	DSR-4400X (IRD)	0398441043000503	Montgomery County, MD	Comcast
Maryland	346	40235	DX Communications	DIR-767 (IRD)	0249089100000278	Montgomery County, MD	Comcast
New York	4281	40237	Motorola/GI	DSR-4400X (IRD)	0398441040006256	Newburgh, NY	Time Warner
New York	4281	40238	Motorola/GI	DSR-4400X (IRD) (Spare)	0398441040006294	Newburgh, NY	Time Warner
New York	4281	40239	Motorola/GI	DSR-4400X (IRD) (Spare)	0398441040006218	Newburgh, NY	Time Warner
Connecticut	4286	40240	DX Communications	DIR-767 (IRD)	0249078204003551	Newtown, CT	Charter
Maryland	4293	40243	DX Communications	DIR-767 (IRD)	0249089102000276	Ocean City, MD	Comcast
Florida	567	40248	Motorola/GI	DSR-4400X (IRD)	0398440117000890	Port Arthur, TX	Time Warner
Idaho	4325	40250	Motorola/GI	DSR-4400X (IRD)	0398441040006317	Pocatello, ID	Cable One
Maryland	761	40252	Motorola/GI	DSR-4400X (IRD)	0398441043000428	Prince George's County, MD	Comcast
Nevada	4337	40253	DX Communications	DIR-767 (IRD)	0249017350000168	Reno, NV	Charter
Oregon	4352	40259	Motorola/GI	DSR-4400X (IRD)	0398440125000776	Salem, OR	Comcast
Utah	356	40260	DX Communications	DIR-767 (IRD)	0249089102000016	Salt Lake City, UT	Comcast
Florida	4361	40263	DX Communications	DIR-767 (IRD)	0249017270000484	Sarasota, FL	Comcast

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State	Alt	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Iowa	4493	40257	Motorola/GI	DSR-4400X (IRD)	0398441043005622	Sioux City, IA	Cable One
Georgia	4372	40268	Motorola/GI	DSR-4400X (IRD)	0398449356000371	Smyrna, GA	Charter
Virginia	4376	40269	DX Communications	DIR-767 (IRD)	0249089086001092	Spotsylvania, VA	Adelphia
Utah	4332	40271	Motorola/GI	DSR-4400X (IRD)	0398440117001549	St. George, UT	Charter
Missouri	4396	40272	Motorola/GI	DSR-4400X (IRD)	0398449356000203	Sullivan, MO	Charter
New York	4435	40274	Motorola/GI	DSR-4400X (IRD)	0398440117000524	Syracuse, NY	Time Warner
Minnesota	4405	40276	DX Communications	DIR-767 (IRD)	0249089102000078	Thief River Falls, MN	Sjoberg's
Oklahoma	4413	40282	DX Communications	DIR-767 (IRD)	0249089081000175	Tulsa, OK	Cox
New Jersey	4417	40283	DX Communications	DIR-767 (IRD)	0249078295000340	Union, NJ	Comcast
New Jersey	4417	40284	DX Communications	DIR-767 (IRD) (Spare)	0249078295000422	Union, NJ	Comcast
Columbia	4431	40290	Motorola/GI	DSR-4400X (IRD)	0398441043000556	Washington, DC	Comcast
Missouri	4456	40294	Motorola/GI	DSR-4400X (IRD)	0398441040005082	Joplin, MO	Cable One
New York	4459	40295	Motorola/GI	DSR-4400X (IRD)	0398440117001026	Staten Island, NY	Time Warner
Virginia	4251	40298	Motorola/GI	DSR-4400X (IRD)	0398441040005365	Marlinsville, VA	Adelphia
Illinois	4455	40325	Motorola/GI	DSR-4400X (IRD)	0398449356000165	Woodlawn, IL	Charter
Kansas	4544	40326	DX Communications	DIR-767 (IRD)	0249089061001994	Meads, KS	Charter
Michigan	4248	40335	Motorola/GI	DSR-4400X (IRD)	0398449356000357	Marquette, MI	Charter
Puerto Rico	4003	40384	DX Communications	DIR-767 (IRD)	0249078295000926	Aguadilla/Mayaguez, PR	Pegasus
Missouri	4522	40385	DX Communications	DIR-767 (IRD)	0249089029004608	Cape Girardeau, MO	Charter
Minnesota	4451	40388	DX Communications	DIR-767 (IRD)	0249089061001376	Minneapolis, MN	Time Warner
Texas	4499	40407	DX Communications	DIR-767 (IRD)	0249017266000610	Round Rock, TX	Time Warner
Nebraska	4477	40408	DX Communications	DIR-767 (IRD)	0249017266000757	Fremont, NE	Time Warner
Arizona	4526	40414	DX Communications	DIR-767 (IRD)	0249017350000090	Phoenix, AZ	Cox
Kansas	4482	40421	DX Communications	DIR-767 (IRD)	0249078204001199	Overland Park, KS	Time Warner
Texas	4498	40425	DX Communications	DIR-767 (IRD)	0249078295000408	San Marcos, TX	Time Warner
New York	4565	40429	DX Communications	DIR-767 (IRD)	0249089061001560	Rome/Oneida, NY	Time Warner
New York	4563	40431	DX Communications	DIR-767 (IRD)	0249089081000235	North Country/Watertown, NY	Time Warner
Missouri	4478	40435	DX Communications	DIR-767 (IRD)	0249078203004115	Kansas City, MO	Time Warner
North Carolina	4571	40437	Motorola/GI	DSR-4400V (IRD)	0407089196006293	Fayetteville, NC	Time Warner
Texas	4000	40453	Motorola/GI	DSR-4500 (IRD)	0143078111001371	Abilene, TX	Cox
Louisiana	4007	40454	Motorola/GI	DSR-4500 (IRD)	0143016347001085	Alexandria, LA	Cox
Georgia	4023	40455	Motorola/GI	DSR-4500 (IRD)	0143016345001170	Atlanta, GA	Comcast
Georgia	4023	40456	Motorola/GI	DSR-4500 (IRD)	0143016347000430	Atlanta, GA	Comcast
California	4059	40458	Motorola/GI	DSR-4500 (IRD)	0143016347000881	Blythe, CA	NP&G
Massachusetts	4062	40459	Motorola/GI	DSR-4500 (IRD)	0143016347000621	Boston, MA	Comcast
Arizona	4372	40460	Motorola/GI	DSR-4500 (IRD)	0143016347000683	Bullhead City, AZ	NP&G
Illinois	4382	40461	Motorola/GI	DSR-4500 (IRD)	0143016347002601	Carbondale, IL	Mediacom
Illinois	4282	40462	Motorola/GI	DSR-4500 (IRD) (Spare)	0143016347002655	Carbondale, IL	Mediacom

Access Television Network  
 Product Information Network  
 Technical Asset List (In The Field)

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State	Atv	Asset	Manufacturer	Equipment Description	Serial Number	MSO Location	MSO
Indiana	4064	40463	Motorola/GI	DSR-4500 (IRD)	0143016347002731	Carmel/Fortville/Zionsville, IN	Time Warner
California	4605	40454	Motorola/GI	DSR-4500 (IRD)	0143016347001680	San Francisco, CA	Comcast
West Virginia	4092	40466	Motorola/GI	DSR-4500 (IRD)	0143016347002717	Charleston/Montgomery, WV	Charter
Tennessee	4095	40467	Motorola/GI	DSR-4500 (IRD)	0143016347001437	Chattanooga, TN	Comcast
Ohio	4098	40468	Motorola/GI	DSR-4500 (IRD)	0143016347002816	Chillicothe, OH	Adelphia
Ohio	4100	40469	Motorola/GI	DSR-4500 (IRD)	0143016347000805	Cincinnati, OH	Time Warner
Indiana	4592	40471	Motorola/GI	DSR-4500 (IRD)	0143016347000799	Terre Haute, IN	Time Warner
Illinois	4128	40472	Motorola/GI	DSR-4500 (IRD)	0143016347002625	Decatur, IL	Insight
California	4150	40473	Motorola/GI	DSR-4500 (IRD)	0143016347000645	Desert Hot Springs, CA	Adelphia
Hawaii	4182	40474	Motorola/GI	DSR-4500 (IRD)	0143016347002557	Hilo, HI	Time Warner
Arizona	4207	40477	Motorola/GI	DSR-4500 (IRD)	0143016347000904	Kingman, AZ	NP&G
South Carolina	4276	40481	Motorola/GI	DSR-4500 (IRD)	0143016347003554	Myrtle Beach/Surfside, SC	Time Warner
Illinois	4333	40489	Motorola/GI	DSR-4500 (IRD)	0143016347003028	Moline/Quad Cities, IL	Mediacom
Mississippi	4334	40490	Motorola/GI	DSR-4500 (IRD)	0143016347001888	Rankin County/Pearl, MS	Susquehanna
Washington	4377	40493	Motorola/GI	DSR-4500 (IRD)	0143016347003257	Spokane, WA	Comcast
Missouri	4387	40495	Motorola/GI	DSR-4500 (IRD)	0143016347002030	St. Joseph, MO	NP&G
Alabama	4414	40498	Motorola/GI	DSR-4500 (IRD)	0143016345001224	Tuscaloosa, AL	Comcast
Pennsylvania	4450	40501	Motorola/GI	DSR-4500 (IRD)	0143078111001548	Williamsport, PA	Susquehanna
Illinois	4333	40504	Motorola/GI	DSR-4500 (IRD) (Spare)	0143016347000652	Moline/Quad Cities, IL	Mediacom
West Virginia	4092	40505	Motorola/GI	DSR-4500 (IRD) (Spare)	0143016347000973	Charleston/Montgomery, WV	Charter
New York	4195	40508	Monroe Electronics	3000R-157A	114601	Jamesstown, NY	Time Warner
California	4606	40510	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157A	114602	Sacramento, CA	Comcast
Virginia	4374	40511	Motorola/GI	DSR-4500 (IRD)	0143016347000225	South Boston, VA	Adelphia
California	4607	40513	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157A	114600	Stockton, CA	Comcast
Indiana	4084	40518	Motorola/GI	DSR-4500 (IRD)	0143016347002786	Carmel/Fortville/Zionsville, IN	Time Warner
Nebraska	4583	40527	Motorola/GI	DSR-4500 (IRD)	0143016347002724	Auburn/Nebraska City, NE	Time Warner
Nebraska	4560	40529	Motorola/GI	DSR-4500 (IRD)	0143016347002632	Lincoln, NE	Time Warner
Wisconsin	508	40533	Motorola/GI	DSR-4500 (IRD)	0143016347000362	Appleton, WI	Time Warner
California	4607	40541	Motorola/GI	DSR-4500 (IRD)	0143016347000775	Stockton, CA	Comcast
California	4606	40543	Motorola/GI	DSR-4500 (IRD)	0143016347000638	Sacramento, CA	Comcast
California	4605	40560	Motorola/GI	DSR-4500 (IRD)	0143016358000757	San Francisco, CA	Comcast
Texas	4599	40569	Motorola/GI	DSR-4400X (IRD)	0398441167000380	Port Arthur, TX	Time Warner
California	4605	40582	Monroe Electronics	Monroe Electronic Switch Timer, 3000R-157A	115816	San Francisco, CA	Comcast
Ohio	4578	40585	Motorola	DSR-4402X (IRD)	0622035077016058	Akron/Canton, OH	Time Warner
California	463	40586	Motorola	DSR-4402X (IRD)	0522035077016513	Thousand Oaks, CA	Adelphia
Pennsylvania	IMS	40588	Motorola/GI	DSR-4400 (IRD)	0160078336004741	Broomall, PA	Adelphia

**Exhibit B to Security Agreement**

Collection Accounts

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

**Exhibit C**

**RESTRICTED ACCOUNT AGREEMENT**

THIS RESTRICTED ACCOUNT AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and among Access Television Network, Inc., a Delaware corporation, AccessTV PIN Acquisition LLC, a Delaware limited liability company, and Product Information Network Venture, a Colorado general partnership (collectively, "Debtor"), Wells Fargo Foothill, Inc., a California corporation ("Lender"), and \_\_\_\_\_, a \_\_\_\_\_ ("Bank").

**RECITALS**

A. Debtor has requested and Lender has agreed to extend a loan to Debtor in the maximum principal amount of \_\_\_\_\_ (the "Loan").

B. As a condition to making the Loan, Debtor has executed that certain Security Agreement dated as of March 31, 2006 (the "Security Agreement") pursuant to which Debtor has pledged to Lender as security for the Loan all of Debtor's right, title and interest in and to that certain Account No. \_\_\_\_\_ held and maintained by Debtor with Bank (the "Account").

C. Debtor, Lender and Bank are entering into this Agreement to perfect the security interest of Lender in the account.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Bank hereby represents and warrants to Lender that (a) the Account has been established in the name of Debtor as recited above, and (b) except for the claims and interests of Bank and Debtor in the Account (subject to any claim in favor of Bank permitted under Section 3 hereof), Bank has no knowledge of any claim or interest in the Account.

2. Debtor and Bank acknowledge and confirm that all funds, items, instruments, investments, securities and other things of value at any time paid, deposited, credited or held (whether for collection, provisionally or otherwise) now or at any time hereafter in the Account and all of Debtor's rights regarding the Account constitute part of the collateral in which Debtor has granted a security interest to Lender pursuant to the terms and provisions of the Security Agreement to secure Debtor's obligations under the Loan and the documents and instruments evidencing the Loan (collectively, the "Loan Documents"), and that Lender holds a security interest therein.

SECURITY AGREEMENT - 17

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3. Bank shall not assert, claim or endeavor to exercise any existing and future rights of set off and banker's liens against the Account and all items and proceeds thereof that come into Bank's possession in connection with the Account; provided, however, that Bank shall retain its right to charge the Account (a) subject to the provisions of Section 5 below, for all items deposited in and credited to the Account which are subsequently returned to Bank, and (b) for any and all compensation and expenses and other sums owing by Debtor to Bank with respect to the Account or the provision of balance reporting and other similar services related to the Account.

4. Bank will take the following actions upon its receipt of written notice ("Notice") from Lender that an "Event of Default" (as defined in the Loan Documents) exists:

(a) Until Bank shall have received a "Clearance" (defined below), Bank will (and, in the event of such a Notice, Debtor hereby irrevocably authorizes and instructs Bank to) cease honoring all drafts, demands, withdrawal requests or remittance instructions by Debtor, whether made before or after the date of such Notice.

(b) Until Bank shall have received a Clearance, Bank will hold solely for the account of Lender all funds which may be on deposit in the Account at the time of the Notice and all funds thereafter deposited to such Account, and Bank will remit all such funds (subject to the provisions of Section 3 above) directly to Lender, as soon as the funds are collected, by electronic transfers to such account(s) and at such address(es) as Lender shall in the Notice indicate, or in such other manner as Lender may from time to time thereafter instruct Bank in writing. After such a Notice is made, and until a Clearance is received by Bank, Lender shall have sole control over the Account and the sole right to exercise and enforce all rights and remedies with respect thereto. For the purposes of this Agreement, a "Clearance" shall be a written notice from Lender to Bank that an Event of Default no longer exists. Each Notice and Clearance shall be effective when it is received by Bank in writing to the facsimile number or at the address and to the attention of the person as set forth in the signature block below (or at such other facsimile number or address or to the attention of such other person as Bank may specify by written notice to Lender and Debtor).

5. Checks returned unpaid because of uncollected or insufficient funds shall be handled in accordance with Bank's customary policies and procedures. Bank shall be entitled to charge the amount of any check returned unpaid because of uncollected or insufficient funds in the Account. Bank will notify Debtor and Lender of all items deposited which are returned a second time for any reason. If there are insufficient funds in the Account to cover any such checks, Bank shall make demand directly upon Debtor for reimbursement. If, at any time after Bank has received a Notice and prior to any time Bank has received a Clearance with respect to such Notice, (i) Debtor fails to reimburse Bank for the amount of any such returned check within five (5) business days of Bank's demand therefore, and (ii) Bank has remitted the funds in the Account to Lender in accordance with the provisions of Section 4(b) above, then Bank shall



make demand on Lender for reimbursement for the amount of any such returned check, and Lender agrees to reimburse Bank for the amount of such check upon demand, provided that funds representing the amount of such returned check were included in Bank's remittance to Lender. The provisions of this Section 5 shall survive the termination of this Agreement.

6. Bank will send to Lender, at Lender's address set forth below, a copy of each periodic statement for the Account as and when such statements are sent to Debtor.

7. This Agreement is binding upon Bank and Debtor and their respective successors and assigns and is enforceable by Lender and its successors and assigns. It supersedes all prior agreements relating to the Account, and it may not be modified or terminated except with Lender's written consent. Bank and Debtor hereby waive notice of acceptance hereof and of any action taken or omitted in reliance hereon.

8. Debtor hereby agrees to indemnify and save Bank and Lender harmless from and against any and all losses and liabilities (including actual attorneys' fees) arising out of the compliance by Bank with the terms of this Agreement and with any instructions received by Bank from Lender with respect hereto.

9. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, and each such counterpart shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

The parties hereto have duly executed this Agreement as of the date first written above.

**DEBTOR:**

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**BANK:**

\_\_\_\_\_,  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**LENDER:**

Wells Fargo Foothill, Inc.,  
a California corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

EXHIBIT A

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
USA	ACCESS TELEVISION NETWORK	75063776	02/26/96	2092662	09/02/97
USA	ACCESS ENTERTAINMENT NETWORK	75374710	10/17/97	2362720	06/27/2000

RECORDED: 04/07/2006

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