

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UpdateLogic, Inc.		07/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Datacast, Inc.		
Street Address:	2100 Crystal Drive		
Internal Address:	Suite 750		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3263734	UPDATELOGIC	
Registration Number:	3263735	UPDATETV	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-344-8546		
Email:	ajzottola@venable.com		
Correspondent Name:	A.J. Zottola		
Address Line 1:	575 7th Street, NW		
Address Line 2:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-9998		
NAME OF SUBMITTER:	Jacqueline Weiss		
Signature:	/Jacqueline Weiss/		

CH \$65.00 3263734

Date:

08/10/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of July 12, 2012, by and between (i) UpdateLogic, Inc., a Delaware corporation ("Debtor"), and (ii) National Datacast, Inc. ("Secured Party"), with reference to the following facts:

A. In connection with the sale and purchase of certain secured convertible promissory notes, Secured Party and Debtor are parties to that certain Security Agreement of even date herewith (as amended from time to time, the "Security Agreement"). Capitalized terms used herein have the respective meanings assigned to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in the Collateral. The Collateral includes, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

Debtor agrees as follows:

1. To secure performance of all of its "Obligations," as defined in the Security Agreement, Debtor grants to Secured Party a security interest in all of Debtor's right, title and interest in Debtor's Intellectual Property, including, without limitation, (a) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, and (b) the patents and patent applications listed on Schedule B hereto and all like protections, including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (c) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (d) all rights to recover for past or future infringement of any of the foregoing, and (e) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (f) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing. Secured Party agrees that the security interest in Debtor's Intellectual Property shall be *pari passu* with the security interests in Debtor's Intellectual Property granted to Core Capital Partners II-S, L.P. and Core Capital Partners Fund II, L.P.

2. Debtor represents and warrants that (a) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Debtor or licensed to Debtor, (b) listed on Schedule B are all patents and patent applications owned or controlled by Debtor or licensed to Debtor and (c) listed on Schedule C are all copyrights, software, computer programs, mask works and other works of authorship owned or controlled by Debtor, which are registered with the United States Copyright Office.

3. Debtor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (a) providing Secured Party with at

least 15 days prior written notice thereof, (b) providing Secured Party with a copy of the application for any such registration and (c) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including, without limitation, the filing with the United States Copyright Office, simultaneously with the filing by Debtor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Security Agreement; nothing herein limits any of the terms or provisions of the Security Agreement, and Secured Party's rights hereunder and under the Security Agreement are cumulative. This Agreement, the Security Agreement and the other Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Debtor agrees that Secured Party may, from time to time, update the Schedules to this Agreement pursuant to notice by Debtor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, Secured Party shall be entitled to recover all of its costs and expenses (including, without limitation, attorneys' fees) from Debtor. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Secured Party and Debtor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of Delaware.

[Signatures appear on following page(s).]

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Intellectual Property Security Agreement to be duly executed by its officers, thereunto duly authorized as of the date first above written.

DEBTOR:

UpdateLogic, Inc.

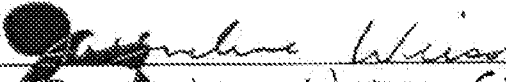
By: 
Kurt Thielen, Chief Executive Officer

Address:

UpdateLogic, Inc.
3140 Harbor Lane
Plymouth, MN 55447

SECURED PARTY:

National Datacast, Inc.

By: 
Jacqueline Weiss, CEO

Address:

2100 Crystal Drive
Suite 750
Arlington, VA 22202

CONSENTED AND AGREED TO:

CORE CAPITAL PARTNERS FUND II, L.P.

By: 

CORE CAPITAL PARTNERS II-S, L.P.

By: 

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TRADEMARK
REEL: 004840 FRAME: 0795

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration Date and Number</u>
UPDATELOGIC	July 10, 2007; Reg. No. 3,263,734
UPDATE TV	July 10, 2007; Reg. No. 3,263,735

<u>Trademark Application</u>	<u>Filing Date and Serial Number</u>
SECURETV	March 4, 2010; Serial No. 77951158

SCHEDULE B

Patents and Patent Applications

Title: Methods and Apparatus for Updating Digital Television Firmware
Serial Number: PCT/US07/68574
Filing Date: May 9, 2007
Reference: UPDL-001PC

SCHEDULE C

Copyrights

None.

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