

## 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
digEcor I.P. and Assets Pty. Ltd.		08/12/2013	proprietary limited company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	digEcor, Inc.		
Street Address:	1535 N. Mountain Springs Parkway		
City:	Springville		
State/Country:	UTAH		
Postal Code:	84663		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4082566	MILL CREEK SHOPPE	
Serial Number:	78752542	DIGESYSTEM	
Registration Number:	3360604	DIGECOR	
Registration Number:	2995842	DIGEPLAYER	
Serial Number:	78282410	DIGEPLAYER	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8014153000		
Email:	ipmail@djplaw.com		
Correspondent Name:	Colby C. Nuttall		
Address Line 1:	111 E. Broadway, Suite 900		
Address Line 2:	Durham, Jones & Pinegar, P.C.		
Address Line 4:	Salt Lake City, UTAH 84111		

CH \$140.00 4082566

ATTORNEY DOCKET NUMBER:	29046
NAME OF SUBMITTER:	Colby C. Nuttall
Signature:	/Colby C. Nuttall/
Date:	08/12/2013

**Total Attachments: 14**

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**SECURITY AGREEMENT (INTELLECTUAL PROPERTY)**

THIS SECURITY AGREEMENT (INTELLECTUAL PROPERTY) (this "Agreement") is entered into effective as of the 12 day of August, 2013 (the "Effective Date"), by and between digEcor I.P. and Assets Pty. Ltd., a proprietary limited company organized under the laws of Queensland Australia ("Borrower"), and digEcor, Inc., a Washington corporation, and as its corporate name may be amended or changed after the Effective Date or in connection with the Closing ("Lender"), pursuant to that certain Asset Purchase Agreement dated July 3, 2013, entered into by, between and among Borrower, Lender and the other parties thereto (the "Asset Purchase Agreement"). Borrower and Lender are, collectively, sometimes referred to herein as the "Parties" and, individually, as a "Party". All capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement unless the context herein indicates to the contrary.

NOW, THEREFORE, in consideration of the representations, warranties and covenants and the mutual agreements set forth hereinbelow, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Definitions. Terms defined herein in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code (as that term is defined below) that are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise herein. As used herein, the term:

"Collateral" means the collateral described in Section 2 below.

"Default Rate" means the default interest rate provided in the Deferred Payment Promissory Note.

"Event of Default" means an Event of Default as provided in the Deferred Payment Promissory Note.

"Intellectual Property" shall have the meaning set forth in Section 2(c) below.

"Liquidation Costs" means the reasonable costs and out-of-pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys' fees and costs and expenses, (b) transportation and storage costs, (c) advertising costs and expenses, (d) sales commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) all costs and expenses incurred in connection with the preservation and protection of any of the Collateral.

"Patents" shall have the meaning set forth in Section 2(a) below.

"Permitted Encumbrances" means (i) liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings

and for which appropriate reserves are maintained, (ii) Encumbrances created by or under, or disclosed in, the Asset Purchase Agreement or any of the Ancillary Documents, (iii) Encumbrances authorized in writing by Lender and (iv) Encumbrances created in the ordinary course of Borrower's business.

"Trademarks" shall have the meaning set forth in Section 2(b) below.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest.

(a) Patents. Borrower hereby grants to Lender a security interest in all rights, titles and interests of Borrower in and to the patents and patent applications listed on Schedule 1 (Schedule of Patents) attached hereto, which Schedule is incorporated herein by reference, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Patents").

(b) Trademarks. Borrower hereby grants to Lender a security interest in all rights, titles and interests of Borrower in and to the trademarks and trademark applications listed on Schedule 2 (Schedule of Trademarks) attached hereto, which Schedule is incorporated herein by reference, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the goodwill of the Business to which each of the Trademarks relates.

(c) Intellectual Property. Borrower hereby grants to Lender a security interest in all general intangibles of Borrower, presently existing or hereafter created, including general intangibles as defined in the Uniform Commercial Code, trademarks, service marks, business names and goodwill relating thereto, copyrights (including, without limitation, copyrights for computer programs or computer software), whether or not published, unpatented inventions (whether or not patentable), patents, patent applications, all Internet domain names and addresses, license agreements relating to any of the foregoing and all royalties and other income therefrom, all documentation and supporting documents, instruments and information related thereto, all books, records, computer tapes, disks and drives, flow diagrams, specification sheets, source code, object code, and all other physical manifestations of the foregoing, the right to sue for all past, present and future infringements of the foregoing, any and all claims for damages relating thereto, all rents, profits and issues thereof, and all proceeds thereof or therefrom (collectively, the "Intellectual Property").

The Patents, the Trademarks and the Intellectual Property are collectively referred to herein as the "Collateral".

Borrower and Lender acknowledge their mutual intention that the security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower from Lender, regardless of when advances to Borrower from Lender are actually made or becomes due and payable or when the Collateral is created or acquired.

3. Debts Secured. The security interest granted by this Agreement shall secure all of Borrower's present and future debts, obligations and liabilities of whatever nature to Lender, with respect to the Deferred Payment Promissory Note in favor of Lender dated July \_\_, 2013, in the original principal amount of One Million Five Hundred Thousand Dollars and No/100 (U.S. \$1,500,000.00), and all renewals, extensions, modifications and replacements thereof (including any increase or decrease in the principal amount thereof pursuant to the provisions of the Asset Purchase Agreement or the Deferred Payment Promissory Note).

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Agreement secure any and all present and future debts, obligations and liabilities of Borrower owed to Lender set forth in the paragraph immediately above.

4. Location of Borrower and Collateral. Borrower represents and warrants that:

- (a) Borrower is a proprietary limited company duly organized and validly existing under the laws of Queensland Australia.
- (b) The complete and exact name of Borrower is "digEcor I.P. and Assets Pty. Ltd."
- (c) The organizational identification number (Australian Company Number), assigned to Borrower by the Australian Securities & Investments Commission is ACN 164 166 509.
- (d) During the five (5) years preceding the Effective Date:
  - (i) Borrower has not been known by or used any legal, fictitious or trade name;
  - (ii) Borrower has not changed its name in any respect;
  - (iii) Borrower has not been the surviving entity of any merger or consolidation; and
  - (iv) Borrower has not acquired all or substantially all of the assets of any Person, except for the transactions contemplated by the Asset Purchase Agreement and the Ancillary Documents.
- (e) As of the Effective Date, Borrower's chief executive office and principal place of business is located at Suite 816A Parkland Boulevard, Brisbane Queensland Australia.
- (f) During the five (5) years preceding the Effective Date, there has not been any change in any of the above locations.

Borrower agrees that it will not change its state of incorporation, any of the above locations or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower hereby represents and warrants to Lender that:

(a) The Collateral is not subject to any license, Encumbrance, assignment, or other encumbrance of any nature whatsoever except for non-exclusive licenses granted in the ordinary course of business and Permitted Encumbrances.

(b) All information set forth in Schedule 1 and Schedule 2 attached hereto is correct and accurate and, to Borrower's Knowledge, complete.

6. Covenants Concerning Collateral. Borrower hereby covenants to Lender that:

(a) Borrower will keep the Collateral free and clear of any and all Encumbrances, assignments or other encumbrances and licenses, except non-exclusive licenses granted in the ordinary course of business and Permitted Encumbrances.

(b) Borrower hereby authorizes Lender to file (i) a copy of this Agreement with the United States Patent and Trademark Office and (ii) Uniform Commercial Code Financing Statements concerning the Collateral in all states and jurisdictions deemed necessary and proper by Lender. Borrower agrees to execute and deliver any documents or instruments (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any Encumbrance, and to give good faith, diligent cooperation to Lender, and to perform such other acts reasonably requested by Lender for perfection and enforcement of any Encumbrance. Lender is authorized to file, record, or otherwise utilize such documents or instruments as it deems necessary to perfect and/or enforce any Encumbrance granted hereunder.

(c) Borrower shall promptly advise Lender of any material claim or challenge concerning the Collateral (or any portion thereof), including, without limitation, any claim of infringement, or any claim challenging the validity or enforceability of any Collateral (or any portion thereof).

7. Patent Provisions. Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications pending as of the Effective Date and to preserve and maintain all rights in patents and patent applications, including, without limitation, payment of all maintenance fees. Any costs or expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any patent application pending as of the Effective Date or any patent without the prior written consent of Lender.

So long as no Event of Default has occurred, Borrower shall have the right, with the consent of Lender, to bring a lawsuit or Proceeding in its own name to protect or enforce the Patents, and to join Lender, if necessary, as a party to any such lawsuit or Proceeding (so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability) and to enforce the Patents and any licenses thereunder. Borrower shall promptly, upon demand, reimburse and

indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable legal fees, incurred by Lender pursuant to this Section 7.

8. Trademark Provisions. Borrower hereby grants Lender and its representatives the right to visit Borrower's offices, plants and facilities to inspect products, materials and quality control records relating to the Trademarks at reasonable times during regular business hours. Borrower shall do any and all acts requested by Lender to ensure consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications pending as of the Effective Date, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Trademarks, including, without limitation, filing declarations and renewals of registrations. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any Trademark or application for registration of a Trademark without the prior written consent of Lender.

So long as no Event of Default has occurred, Borrower shall have the right, with the written consent of Lender, to bring any opposition proceedings, cancellation proceedings or lawsuit or Proceeding in its own name to protect or enforce the Trademarks, and to join Lender, if necessary, as a party to any such lawsuit or Proceeding (so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability). Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable legal fees, incurred by Lender pursuant to this Section 8.

9. Right to Perform for Borrower. Lender may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, Encumbrances, or any other encumbrance upon the Collateral (or any portion thereof), perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so. Any such payments advanced by Lender shall be promptly repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Upon the occurrence of an Event of Default, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power (a) to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to preserve or protect the Collateral, or use the Collateral, and (b) to grant or issue any exclusive or non-exclusive license under the Collateral to any third person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any obligations secured hereby are outstanding and unpaid.

10. Default. Time is of the essence of this Agreement. The occurrence of any Event of Default shall constitute a default under this Agreement. No course of dealing or any delay or

failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default.

11. **Remedies.** Upon the occurrence of an Event of Default, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity or by statute or provided for in the Asset Purchase Agreement or any of the Ancillary Documents:

(a) Lender shall have all the rights and remedies available under the Uniform Commercial Code;

(b) Lender shall have the right to enter upon any premises where the Collateral (or any portion thereof) or any records relating thereto may be and take possession of the Collateral and such records;

(c) Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and all records relating thereto at a place reasonably designated by Lender and tender the Collateral and such records to Lender;

(d) Without notice to Borrower, Lender may obtain the appointment of a receiver of the Business or any of the property and assets of Borrower, and Borrower hereby consents to the appointment of Lender or such Person as Lender may designate as such receiver; and

(e) Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Agreement after the liquidation of the Collateral. Lender shall not have any obligation to prepare any Collateral for sale, lease or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity or by statute that Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

Upon the occurrence of an Event of Default, Borrower agrees to pay (i) all costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Agreement, and any other rights and remedies available under applicable law, and (ii) all Liquidation Costs incurred in connection therewith. Any and all such costs, expenses and Liquidation Costs shall be payable by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.



Regardless of any breach or default, Borrower agrees to pay all expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12. Notices. Unless otherwise required by applicable law, any notice that is given to Lender or Borrower under this Agreement shall be sent in the manner described, and to the address provided for, in Section 18.6 of the Asset Purchase Agreement

13. Indemnification. Borrower shall promptly indemnify Lender for any and all claims and liabilities incurred, for all damages suffered, and for all reasonable attorneys' fees and costs and expenses incurred by Lender in enforcing this Agreement and Lender's rights hereunder.

14. Miscellaneous.

(a) This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(b) Lender and its officers, directors, employees, representatives, agents and attorneys shall not be liable to Borrower or any guarantor (including TAS Holdings or TAS Sub) for consequential damages arising from or relating to any breach of contract, tort or other wrong in connection with or relating to this Agreement or the Collateral (or any portion thereof).

(c) If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any guarantor (including TAS Holdings or TAS Sub) should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "Voidable Transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code, as amended, or any other federal or state law, rule or regulation, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys' fees of Lender related thereto, the liability of Borrower and any guarantor, and each of them, and this Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice of law rule that would cause the application of the laws of any state or jurisdiction other than the internal laws of the State of Utah.

(e) This Agreement may be executed by either Party by facsimile or other electronic (email) means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same instrument, and shall become effective when such counterparts have been signed by each Party and delivered to the other Party.

(f) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ASSET PURCHASE AGREEMENT. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ASSET PURCHASE AGREEMENT AND EACH PARTY HEREBY SUBMITS TO SUCH COURT'S JURISDICTION AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR ANY PROCEEDING RELATED HERETO OR THERETO SHALL BE HEARD AND DETERMINED ONLY IN SUCH COURTS.

(g) Any term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable in any state or jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable any of the remaining terms or provisions of this Agreement. If any term or provision of this Agreement is so broad as to be invalid or unenforceable under applicable law, such term or provision shall be interpreted to be only so broad as is necessary in order to make such term or provision valid and enforceable under applicable law.

(h) All agreements, representations, warranties and covenants made by Borrower herein shall survive the execution and delivery of this Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Agreement is outstanding and unpaid, notwithstanding any termination of this Agreement. All agreements, representations, warranties and covenants in this Agreement shall bind the Party making the same and its successors and assigns, and shall be to the benefit of and be enforceable by each Party for whom made and their respective successors and assigns.

(i) This Agreement, together with the Asset Purchase Agreement and each of the Ancillary Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements and understandings between the Parties as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused this Security Agreement (Intellectual Property) to be executed effective as of the Effective Date.

**BORROWER:**

DIGECOR IP AND ASSETS PTY. LTD.,  
a proprietary limited company organized under the  
laws of Queensland Australia

By: \_\_\_\_\_

David K. Withers

Title: ~~Sub~~ Director

**LENDER:**

DIGECOR, INC.,  
a Washington corporation

By: \_\_\_\_\_

J. Brent Wood

Title: Chief Executive Officer

[SIGNATURE PAGE TO SECURITY AGREEMENT (INTELLECTUAL PROPERTY)]


SLC\_1367530

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IN WITNESS WHEREOF, the Parties have caused this Security Agreement (Intellectual Property) to be executed effective as of the Effective Date.

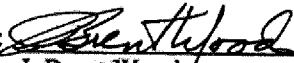
**BORROWER:**

DIGECOR IP AND ASSETS PTY. LTD.,  
a proprietary limited company organized under the  
laws of Queensland Australia

By:   
David K. Withers  
Title: ~~Senior~~ Director

**LENDER:**

DIGECOR, INC.,  
a Washington corporation

By:   
J. Brent Wood  
Title: Chief Executive Officer

[SIGNATURE PAGE TO SECURITY AGREEMENT (INTELLECTUAL PROPERTY)]

SLC\_1367530

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah )

: ss.

COUNTY OF Salt Lake )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of July, 2013, personally appeared David K. Withers to me known personally, and who, being by me ~~duly~~ <sup>personally</sup> sworn, deposes and says that he is the Director of digEcor IP and Assets Pty. Ltd., the Borrower in the foregoing Security Agreement (Intellectual Property), and that said instrument was signed and sealed on behalf of said Borrower, and said David K. Withers acknowledged said instrument to be the free act and deed of said Borrower.

*Stacey Braithwaite*  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

June 19, 2015



**SCHEDULE 1**


**SCHEDULE OF PATENTS**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Current Assignee</b>
VIDEO VIEWER	US	29/189,578	9/8/2003	Issued	D506,733	6/28/2005	Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
VIDEO VIEWER SUPPORT	US	29/189,579	9/8/2003	Issued	D503,707	4/5/2005	Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
CARD SWIPE DEVICE	US	29/189,568	9/8/2003	Issued	D499,402	12/7/2004	Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
SECURITY SYSTEM AND METHOD OF IN-FLIGHT ENTERTAINMENT DEVICE RENTALS HAVING SELF-CONTAINED AUDIOVISUAL PRESENTATIONS	US	10/657,822	9/8/2003	Issued	8,406,453	3/26/2013	Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
SECURITY SYSTEM AND METHOD OF IN-FLIGHT ENTERTAINMENT DEVICE RENTALS HAVING SELF-CONTAINED AUDIOVISUAL PRESENTATIONS	US	13/850,245	3/25/2013	Pending			Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
MANAGEMENT METHOD OF IN-FLIGHT ENTERTAINMENT DEVICE RENTALS HAVING SELF-CONTAINED AUDIOVISUAL PRESENTATIONS	US	10/657,823	9/8/2003	Pending			Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
PAYMENT METHOD FOR IN-FLIGHT ENTERTAINMENT DEVICE RENTALS HAVING SELF-CONTAINED AUDIOVISUAL PRESENTATIONS	US	10/657,816	9/8/2003	Pending			Aircraft Protective Systems, Inc., (nka digEcor, Inc.)
DETACHABLE SEAT MOUNTED AUDIO-VISUAL ENTERTAINMENT SYSTEM WITH LOCALLY STORABLE SELECTABLE AND UPDATEABLE CONTENT	US	10/737,531	12/15/2003	Issued	8,403,411	3/26/2013	digEcor, Inc.
DETACHABLE SEAT MOUNTED AUDIO-VISUAL ENTERTAINMENT SYSTEM WITH LOCALLY STORABLE SELECTABLE AND UPDATEABLE CONTENT	US	13/850,219	3/25/2013	Pending			digEcor, Inc.
AUDIO-VISUAL ENTERTAINMENT SYSTEM AND DOCKING SYSTEMS ASSOCIATED THEREWITH	US	13/152,248	6/2/2011	Pending			digEcor, Inc.

**SCHEDULE 2**

**SCHEDULE OF TRADEMARKS**

Trademark	Application Number	Filing Date	Reg. Number	Reg. Date	Status	Assignee
MILL CREEK SHOPPE	85250422	2/24/2011	4082566	1/10/2012	Sec. 8 & 15 Affidavits due between 1/10/2017 and 1/10/2018	digEcor DBA Mill Creek Shoppe (need to update address)
DIGESYSTEM	78752542	11/11/2005			Abandoned 9/14/2009	digEcor, Inc.
DIGECOR	78752537	11/11/2005	3360604	12/25/2007	Sec. 8 & 15 Affidavits due between 12/25/2012 and 12/25/2013	digEcor, Inc. (need to update address)
<del>dig</del> player	78282409	8/4/2003	2995842	9/13/2005	Renewal due 9/13/2015	Aircraft Protective Systems, Inc., now digEcor, Inc.
<del>dig</del> player	78282410	8/4/2003			Abandoned 12/15/2005	Aircraft Protective Systems, Inc.
<del>dig</del> ecor	Unfiled					
GLIDE	Unfiled					
<del>GLIDE</del>	Unfiled					
The Swiss Army Knife of In-Flight Entertainment	Unfiled					

Trademark	Application Number	Filing Date	Reg. Number	Reg. Date	Status	Assignee
	Unfiled					
digital entertainment solutions	Unfiled					
digEcart	Unfiled					
digEpouch	Unfiled					

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