

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
AllOver Media Holdings, Inc.		12/23/2013	CORPORATION: DELAWARE
AllOver Media, Inc.		12/23/2013	CORPORATION: DELAWARE
AllOver Media Franchising, Inc.		12/23/2013	CORPORATION: MINNESOTA
AllOver Media Acquisitions, LLC		12/23/2013	LIMITED LIABILITY COMPANY: GEORGIA
AllOver Media Mobile, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
AOM GSA, LLC		12/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	71 S. Wacker Dr., Suite 2110
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2887608	ALLOVER
Registration Number:	3075800	ALLOVER MEDIA
Registration Number:	3106020	ALLOVER MEDIA
Registration Number:	3186220	ALLOVER MEDIA
Registration Number:	3693331	FROZEN BILLBOARDS
Registration Number:	3579961	FILLBOARD
Registration Number:	3503761	GSAMEDIA
Registration Number:	4178671	RADAR

CH \$215.00 2887608

CORRESPONDENCE DATA

Fax Number: 3122585600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	41357-0017
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	12/31/2013

Total Attachments: 17
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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 23, 2013 by AllOver Media Holdings, Inc., a Delaware corporation ("Holdings"), AllOver Media, Inc., a Delaware corporation ("Borrower"), AllOver Media Franchising, Inc., a Minnesota corporation ("AMF"), AllOver Media Acquisitions, LLC, a Georgia limited liability company ("AMA"), AllOver Media Mobile, LLC, a Delaware limited liability company ("AMM"), and AOM GSA, LLC, a Delaware limited liability company ("AOM"; Holdings, Borrower, AMF, AMA, AMM and AOM are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of December 23, 2013 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor

now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. **Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto. The foregoing shall not apply to transactions in the ordinary course of business of the Obligors that could not reasonably be expected to have a Material Adverse Effect.

4. **Certain Covenants, Representations and Warranties of each Obligor.** Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or

service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any

application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. Lender's Right to Sue. From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

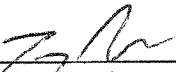
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

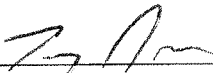
ALLOVER MEDIA HOLDINGS, INC.

By: 
Name: Anthony Jacobson
Title: Chief Executive Officer

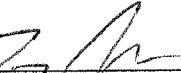
ALLOVER MEDIA INC.

By: 
Name: Anthony Jacobson
Title: Chief Executive Officer


ALLOVER MEDIA FRANCHISING, INC.

By: 
Name: Anthony Jacobson
Title: President

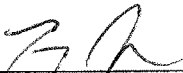
ALLOVER MEDIA ACQUISITIONS, LLC

By: 
Name: Anthony Jacobson
Title: Chief Manager

ALLOVER MEDIA MOBILE, LLC

By: 
Name: Anthony Jacobson
Title: Chief Executive Officer

AOM GSA, LLC

By: 
Name: Anthony Jacobson
Title: Chief Executive Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: Thomas G. Kane
Name: Thomas G. Kane
Title: SVP

SCHEDULE A

PATENTS

1. **Patents with the United States Patent and Trademark Office all in name of Borrower:**

<u>REF</u>	<u>Title of Patent</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>File Date</u>	<u>Grant Date</u>
1.	<u>Display Apparatus</u>	08610961	5806217	3/5/1996	9/15/1998
2.	<u>Display Apparatus</u>	08590407	5864975	1/25/1996	2/2/1999
3.	<u>Display Apparatus</u>	08699710	6131317	7/3/1996	10/17/2000
4.	<u>Display Apparatus</u>	09126932	6212802	7/31/1998	4/10/2001
5.	<u>Display Apparatus</u>	08723134	6233855	9/30/1996	5/22/2001
6.	<u>Media Recycling Protections Barrier</u>	61/909286 (provisional)	--	11/26/2013	--

SCHEDULE B

COPYRIGHTS

Obligors have no federally registered copyrights.

All common law copyrights in and to or comprising Obligor's websites, marketing materials and brochures.

All common law copyrights in and to the following software programs owned by Holdings and used internally:

- RADAR Excel based software program (stores data and database program used internally by Obligors and franchisees).
- GSA data base software program (stores data and a database program used internally by Obligors only).

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

Obligors license the rights to use its marks, marketing materials and Ad Track program to its franchisees pursuant to the terms of Obligor's franchise agreements.

Borrower has the right to access and use for internal business purposes as a licensee certain inventory management system software owned and licensed by Billboard Planet, LLC pursuant to a managed service and license agreement between the parties dated October 27, 2009.

SCHEDULE D

TRADEMARKS, SERVICE MARKS

1. Trademarks and Service Marks (common law):

AllOver

AllOver Media

AllOver Media (design)

AllOver Media Mobile

AllOver Media Franchising

Frozen BillBoards

Fillboard

GSAMedia

Radar

The Wide Format Shop

INTRANMEDIA(owns but not currently using)

INTRAN MEDIA (owns but not currently using)

Pacific Media (owns not currently using)

Diesel Pump Toppers (pending acquisition in process)

2. Trademarks and Service Marks filed with the United States Patent and Trademark Office.

<u>REF</u>	<u>MARK</u>	<u>Registrant</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
1.	ALLOVER	Borrower	78/178600	2,887,608
2.	ALLOVER MEDIA	Borrower	78/468105	3,075,800
3.	ALLOVER MEDIA & Design (color)	Borrower	78/468120	3,106,020
4.	ALLOVER MEDIA & Design (no color)	Borrower	78/709054	3,186,220
5.	FROZEN BILLBOARDS	Borrower	77/351988	3,693,331
6.	FILLBOARD	AMA	77/523,453	3,579,961
7.	GSAMEDIA	AOM	77/240955	3,503,761
8.	RADAR	AMM	85/478,146	4,178,671

3. Trade Names

GSAMEDIA

INTRANMEDIA*

INTRAN MEDIA*

Pacific Media*

Diesel Pump Toppers (pending acquisition in process)

*trade names acquired in acquisitions for which Obligor owns but are not currently using

4. Domain Names

Registrant	Domain name
Borrower	allover.com allover media.com allovermedia.ca (Canadian url) gasstationadvertising.com (links to allovermedia.com) thewideformatshop.com (will link to allovermedia.com)
AMA	fillboard.com
AMM	intranmedia.com (links to allovermedia.com)
AOM	frozenbillboard.com frozenbillboards.com gaspump television.com gasstationtelevision.com gsamedia.com gsamedia.net icechestadvertising.com pumptopad.com pumptopads.com pumptopperad.com
Borrower	Dieselpumptoppers.com (pending acquisition in process)

SCHEDULE E

TRADEMARK LICENSES

None other than Obligor licenses the rights to use its mark under its franchise agreements with franchisees.

1085445\3

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that AllOver Media Holdings, Inc., a Delaware corporation ("Holdings"), AllOver Media, Inc., a Delaware corporation ("Borrower"), AllOver Media Franchising, Inc., a Minnesota corporation ("AMF"), AllOver Media Acquisitions, LLC, a Georgia limited liability company ("AMA"), AllOver Media Mobile, LLC, a Delaware limited liability company ("AMM"), and AOM GSA, LLC, a Delaware limited liability company ("AOM"; Holdings, Borrower, AMF, AMA, AMM and AOM are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated December 23, 2013 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of December __, 2013, among the Obligor and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligor under such Credit Agreement.

ALLOVER MEDIA HOLDINGS, INC.

By: _____
Name: Anthony Jacobson
Title: Chief Executive Officer

ALLOVER MEDIA FRANCHISING, INC.

By: _____
Name: Anthony Jacobson
Title: President

ALLOVER MEDIA ACQUISITIONS, LLC

By: _____
Name: Anthony Jacobson
Title: Chief Manager

ALLOVER MEDIA MOBILE, LLC

By: _____
Name: Anthony Jacobson
Title: Chief Executive Officer

AOM GSA, LLC

By: _____
Name: Anthony Jacobson
Title: Chief Executive Officer