

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Turning Technologies, LLC	06/21/2006
Responsive Innovations, LLC	06/21/2006
Turning Tech Holdings, LLC	06/21/2006

RECEIVING PARTY DATA

Name:	Harbert Mezzanine Partners II SBIC, L.P., as Collateral Agent
Street Address:	One Riverchase Parkway South
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35244

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	60379653
Application Number:	60803901
Application Number:	11096583
Application Number:	11336362
Application Number:	11336361
Application Number:	60557918
Application Number:	60645021
PCT Number:	US0602191

CORRESPONDENCE DATA

Fax Number: (919)416-8339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919 286-8049
 Email: PTO_TMconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC

OP \$320.00 60379653

Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 020160.3PSATURNINGRESJES

NAME OF SUBMITTER: Charles L. Evans

Total Attachments: 10
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SHORT FORM PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 21, 2006, is by and among TURNING TECHNOLOGIES, LLC, an Ohio limited liability company, ("Turning") and the other parties identified on the signature pages hereto as Grantors (Turning and such other parties, each a "Grantor" and, together the "Grantors"), and HARBERT MEZZANINE PARTNERS II SBIC, L.P. and PATRIOT CAPITAL L.P. (through their collateral agent HARBERT MEZZANINE PARTNERS II SBIC, L.P.) (the "Lender").

WITNESSETH:

WHEREAS, the Grantors, the other Loan Parties and the Lender have entered into an Investment Agreement dated as of June 21, 2006 (as it may be amended or modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors have entered into a Pledge and Security Agreement (the "Security Agreement") in order to induce the Lender to enter into, and extend credit to the Grantors under, the Credit Agreement, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to extend credit to the Grantor, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, mortgages and pledges to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) any and all patents and patent applications, including, without limitation, those listed on the Schedule attached hereto;
- (b) all inventions and improvements described and claimed therein;
- (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof;
- (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements thereof; and
- (f) all rights corresponding to any of the foregoing throughout the world.

Section 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

TURNING TECHNOLOGIES, LLC, an Ohio limited liability company

By: _____

Name: Michael Scott

Title: VP

RESPONSIVE INNOVATIONS, LLC, an Ohio limited liability company

By: _____

Name: Michael Scott

Title: VP

TURNING TECH HOLDINGS, LLC, an Ohio limited liability company

By: _____

Name: Michael Scott

Title: President

ACCEPTED AND AGREED
as of the date first above written:

HARBERT MEZZANINE PARTNERS II SBIC, L.P. and
PATRIOT CAPITAL, L.P. (through their collateral agent
HARBERT MEZZANINE PARTNERS II SBIC, L.P.)

By: HMP II SBIC GP, LLC,
its General Partner

By: Harbert Mezzanine Partners II GP, LLC,
its Sole Manager

By: Harbinger Mezzanine Manager II, Inc.,
its Sole Manager

By: _____

Name: Robert Bourquin

Title: Director of Investments

[Short Form Patent Security Agreement]

PATENT
REEL: 018195 FRAME: 0320

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

TURNING TECHNOLOGIES, LLC, an Ohio limited liability company

By: _____
Name:
Title:

RESPONSIVE INNOVATIONS, LLC, an Ohio limited liability company

By: _____
Name:
Title:

TURNING TECH HOLDINGS, LLC, an Ohio limited liability company

By: _____
Name:
Title:

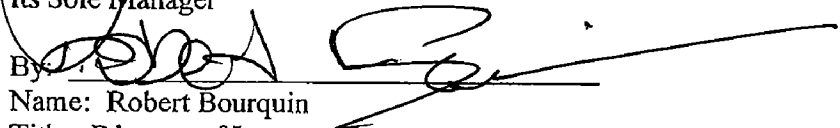
ACCEPTED AND AGREED
as of the date first above written:

HARBERT MEZZANINE PARTNERS II SBIC, L.P. and
PATRIOT CAPITAL, L.P. (through their collateral agent
HARBERT MEZZANINE PARTNERS II SBIC, L.P.)

By: HMP II SBIC GP, LLC,
its General Partner

By: Harbert Mezzanine Partners II GP, LLC,
its Sole Manager

By: Harbinger Mezzanine Manager II, Inc.,
its Sole Manager

By: 
Name: Robert Bourquin
Title: Director of Investments

ACKNOWLEDGEMENT OF GRANTOR

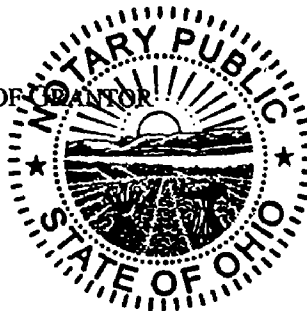
STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TURNING TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08

ACKNOWLEDGEMENT OF GRANTOR



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RESPONSIVE INNOVATIONS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

[Short Form Patent Security Agreement]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TURNING TECH HOLDINGS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

[Short Form Patent Security Agreement]

**SCHEDULE
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

I. TURNING TECHNOLOGIES, LLC

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

Loan Party	Title	Country	Application No.	File Date
Turning Technologies, LLC	SYSTEM AND METHOD FOR WIRELESS AUDIENCE POLLING	United States	60/379,653	May 10, 2002
Turning Technologies, LLC	LICENSING CONTROL MECHANISM AND PARTICIPANT REGISTRATION PROCESS USING A GROUP RESPONSE SYSTEM	United States	60/803,901	June 5, 2006

C. PATENT LICENSES

1. Technology Alliance Agreement, dated as of June 21, 2004, by and between Turning and Questionmark Corporation
2. Amended and Restated Master Agreement, dated as of March 9, 2006, by and between Turning and Thomson Learning, Inc. through its Higher Education Division, a subsidiary of The Thomson Corporation ("Thomson").
3. Amended and Restated Software License Agreement, dated as of March 9, 2006, by and between Turning and Thomson.
4. Amended and Restated Trademark/Service Mark License Agreement, dated as of March 9, 2006, by and between Turning and Thomson

5. Infocus Affiliate Agreement, dated as of April 30, 2004, by and between Turning and InFocus Corporation
6. Software License and Reseller Agreement, dated as of December 2, 2005, by and between Turning and FSCreations, Inc.
7. Agreement, dated as of December 31, 2005, by and between Turning and Glencoe/McGraw-Hill
8. Contract, dated as of December 29, 2004, by and between Turning and Techwrite, Inc.
9. Letter Agreement, dated as of April 26, 2005, by and between Turning and Xteric
10. International Distribution Agreement, dated as of December 7, 2005, by and between Turning and Turning Technologies Canada, LLC, ("TT Canada"); Trademark and Domain Name License Agreement, dated as of December 7, 2005, by and between Turning and TT Canada, as amended by that certain First Amendment to Trademark and Domain Name License Agreement, dated as of June 1, 2006 by and between Turning and TT Canada
11. Turning Standard User Software License Agreement
12. Non-Disclosure Agreement, dated as of September 27, 2002, by and between Inventel Systemes and Turning
13. Mutual Non-Disclosure Agreement, dated as of July 18, 2002, by and between Turning and Mitsumi Electric Co., Ltd.
14. Confidentiality and Work For Hire/Copyright Assignment Agreement, dated as of August 4, 2004, by and between Turning and Enginet Technologies, LLC
15. Confidentiality and Work For Hire/Copyright Assignment Agreement, dated as of August 5, 2004, by and between Turning and David Arthurs
16. Employee Confidentiality and Non-Compete Agreement, dated as of July 14, 2004, by and between Turning and David Arthurs
17. Employee Confidentiality and Non-Compete Agreement, dated as of January 19, 2006, by and between Turning and Blake Copenhaver
18. Employee Confidentiality and Non-Compete Agreement, dated as of September 23, 2004, by and between Turning and Brett Hudspeth
19. Employee Confidentiality and Non-Compete Agreement, dated as of January 25, 2006, between Turning and Ian Keith
20. Employee Confidentiality and Non-Compete Agreement, dated as of September 19, 2005, by and between Turning and Jamison Yates

21. Employee Confidentiality and Non-Compete Agreement, dated as of August 3, 2004, by and between Turning and Kevin Pounds
22. International Distribution Agreement, dated as of June 2, 2006, by and between Turning and Turning Technologies Brazil, LLC
23. Employee Confidentiality and Non-Compete Agreement, dated as of May 30, 2006, by and between Turning and Todd Horrell
24. Non-Competition, Confidentiality and Inventions Agreement, dated as of April 5, 2006, by and between Turning and Corey Davoll
25. Assignment, dated as of June 5, 2006, by Michael Crosby in favor of Turning
26. Assignment, dated as of June 5, 2006, by Donald Arthurs in favor of Turning
27. Assignment, dated as of June 12, 2006, by Michael Broderick in favor of Turning
28. Non-Competition, Confidentiality and Inventions Agreement, dated as of June 6, 2006, by and between Turning and Bill Brocker
29. Planning Agreement, dated as of March 8, 2006, by and between Turning and Red Door Interactive, Inc.
30. Web Site Development Agreement, dated as of July 27, 2005, by and between Turning and Red Door Interactive, Inc.
31. Software Agreement, dated as of July 31, 2003, by and between Turning and Media Group, Inc.; Memorandum, dated as of July 31, 2003, by and between Turning and Media Group, Inc.
32. Non-Competition, Confidentiality and Inventions Agreement, dated as of June 5, 2006, by and between Turning and Jonathan Hallsten
33. International Distribution Agreement, dated as of January 13, 2006, by and between Turning and COMIL SARL
34. Trademark and Domain Name License Agreement, dated as of January 13, 2006, by and between Turning and COMIL SARL

II. RESPONSIVE INNOVATIONS, LLC (“Responsive”)

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

Loan Party	Title	Country	Application No.	File Date
Responsive Innovations, LLC	WIRELESS METHOD AND APPARATUS FOR AUDIENCE POLLING	United States	11/096,583	April 1, 2005
Responsive Innovations, LLC	TRANSMITTER CONTROLLED COMMUNICATION LINKS	United States	11/336,362	January 20, 2006
Responsive Innovations, LLC	WIRELESS COMMUNICATION SYSTEM	United States	11/336,361	January 20, 2006
Responsive Innovations, LLC	TRANSMITTER CONTROLLED COMMUNICATION LINKS	PCT	PCT/US06/02191	January 23, 2006
Responsive Innovations, LLC	RESPONSECARD XL	United States	60/557,918	April 1, 2004
Responsive Innovations, LLC	RESPONSECARD RF	United States	60/645,021	January 21, 2005

C. PATENT LICENSES

1. Assignment, dated as of June 15, 2006, by Kevin Adkins in favor of Responsive
2. Assignment Agreement, dated as of May 30, 2006, by and between Responsive and Chris Adams
3. Assignment Agreement, dated as of May 19, 2006, by and between Responsive and C&H Software Solutions, Inc.

III. TURNING TECH HOLDINGS, LLC

A. REGISTERED PATENTS

None

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

None