**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<thead>
<tr>
<th>SUBMISSION TYPE:</th>
<th>NEW ASSIGNMENT</th>
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<tr>
<td>NATURE OF CONVEYANCE:</td>
<td>SECURITY AGREEMENT</td>
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**CONVEYING PARTY DATA**

<table>
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<tr>
<th>Name</th>
<th>Execution Date</th>
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<tbody>
<tr>
<td>PowerMedia &amp; Communications, Inc.</td>
<td>01/31/2007</td>
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**RECEIVING PARTY DATA**

<table>
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<tr>
<th>Name:</th>
<th>Scana Corporation</th>
</tr>
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<tbody>
<tr>
<td>Street Address:</td>
<td>The Palmetto Center, 13th Floor</td>
</tr>
<tr>
<td>Internal Address:</td>
<td>Mail Code 130</td>
</tr>
<tr>
<td>City:</td>
<td>Columbia</td>
</tr>
<tr>
<td>State/Country:</td>
<td>SOUTH CAROLINA</td>
</tr>
<tr>
<td>Postal Code:</td>
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**PROPERTY NUMBERS Total: 1**

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<tr>
<td>Patent Number:</td>
<td>5982276</td>
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**CORRESPONDENCE DATA**

Fax Number: (214)999-3992  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-999-4992  
Email: mrahman@gardere.com  
Correspondent Name: Michael A. Rahman  
Address Line 1: 1601 Elm Street  
Address Line 2: 3000 Thanksgiving Tower  
Address Line 4: Dallas, TEXAS 75201-4761  

**ATTORNEY DOCKET NUMBER:** 126539-1  
**NAME OF SUBMITTER:** Michael A. Rahman  

Total Attachments: 8  
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500244415  
REEL: 019047 FRAME: 0397
PATENT SECURITY AGREEMENT IN FAVOR OF SCANA CORPORATION REGARDING U.S. PATENT NO. 5,982,276 ENTITLED “MAGNETIC FIELD BASED POWER TRANSMISSION LINE COMMUNICATION METHOD AND SYSTEM,” ISSUED ON NOVEMBER 9, 1999

This PATENT SECURITY AGREEMENT (“Security Agreement”) is dated as of December [__], 2006 (the “Effective Date”), and is executed by and between SCANA Corporation (“SCANA”), a Delaware Corporation and PowerMedia & Communications, Inc. (“PowerMedia”), a Delaware Corporation.

WHEREAS, pursuant to a settlement of the following lawsuits (hereinafter, collectively, the “Lawsuits”): (a) Jesse Hanger v. William Luke Stewart and Media Fusion, Inc., et. al., Cause No. 01-1769-G, in the 134th Judicial District Court of Dallas County, Texas; and (b) Yoder Partners, Ltd. and Steven K. Yoder, individually v. Edwin G. Blair and Luke Stewart, Cause No. 03-0271-C, in the 241st Judicial District Court of Smith County, Texas, certain parties, including SCANA and PowerMedia, involved in the Lawsuits (the “Parties”) entered into a MUTUAL RELEASE AND SETTLEMENT AGREEMENT, dated December [__], 2006 (the “Settlement Agreement”);

WHEREAS, in accordance with the Settlement Agreement, the Parties acknowledged and confirmed that PowerMedia is the owner of U.S. Patent No. 5,982,276 entitled “MAGNETIC FIELD BASED POWER TRANSMISSION LINE COMMUNICATION METHOD AND SYSTEM”, issued on November 9, 1999 (“Patent No. 5,982,276”);

WHEREAS, in accordance with the terms and conditions of the Settlement Agreement, PowerMedia has agreed to grant SCANA a security interest in Patent No. 5,982,276;

WHEREAS, by this Security Agreement, PowerMedia desires to grant SCANA the security interest in Patent No. 5,982,276;
WHEREAS, by this Security Agreement, SCANA and PowerMedia seek to make a record of the grant of the security interest in Patent No. 5,982,276;

NOW THEREFORE, in consideration of the following mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by SCANA and PowerMedia, the parties agree as follows:

1. **Security Interest in Patent No. 5,982,276.** PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives grant to SCANA a security interest and lien in Patent No. 5,982,276. SCANA and PowerMedia acknowledge and confirm that the rights and remedies of SCANA with respect to the security interest in Patent No. 5,982,276 granted hereby are more fully set forth in the Settlement Agreement, the terms and provisions of which are incorporated herein by reference.

2. **Perfection of Security Interest.** PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives authorize SCANA to file any and all papers deemed necessary or desirable and reasonable, in the sole judgment of SCANA, to obtain, maintain and perfect the security interest described in this Security Agreement to comply with any federal or state law in order to obtain or perfect SCANA's interest in Patent No. 5,982,276. PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives shall sign and deliver any papers deemed necessary or desirable, in the sole judgment of SCANA, to obtain, maintain and perfect the security interest hereunder, no later than seven (7) days upon request by SCANA for the same.
3. **Proceeds from Patent.** PowerMedia and its present or former officers, directors, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives shall pay to SCANA $1.00 of every $3.00 (33%) of any compensation or value, of any nature whatsoever, obtained from Patent No. 5,982,276, including, but not limited to, any direct or indirect monetary benefit received from marketing, licensing, selling, exploiting, pledging as collateral for financing, commercializing, commercializing the inventions described in, incorporating such inventions in development of lateral or derivative works derived from, and/or otherwise hypothecating the Patent, or any portion thereof. PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives agree that SCANA shall have a first right of refusal with respect to any sale of Patent No. 5,982,276 to any third party to the extent that such offer is less than the greater of (a) $1,699,436.67, or (b) the amount of the SCANA Judgment, including accrued and unpaid interest, at the time of the proposed sale. The parties agree that under the first right of refusal, with respect to any price offered by a third party for Patent No. 5,982,276 SCANA shall have a right to acquire all right, title and interest in Patent No. 5,982,276 by tendering an amount equal to that offered by the third party. PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives agree to seek prior written consent from SCANA regarding terms and conditions, including any royalties, payments, compensation or value, relating to the licensing of the Patent to any Affiliate or Insider. SCANA shall have the right to withhold consent to any license agreement regarding the Patent if, in its sole discretion, SCANA determines that any royalties, payments, compensation or value derived from the licensing of the
Patent to any Affiliate or Insider is less than a fair and reasonable value for such a license.\(^1\)

\(^1\)“Affiliate,” as used in this Security Agreement means:

A. a person who directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than a person who holds the securities:
   (i) as a fiduciary or agent without sole discretionary power to vote the securities; or
   (ii) solely to secure a debt, if the person has not exercised the power to vote;

B. a corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the debtor or a person who directly or indirectly owns, controls, or holds, with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than a person who holds the securities:
   (i) as a fiduciary or agent without sole power to vote the securities; or
   (ii) solely to secure a debt, if the person has not in fact exercised the power to vote;

C. a person whose business is operated by the debtor under a lease or other agreement, or a person substantially all of whose assets are controlled by the debtor; or

D. a person who operates the debtor’s business under a lease or other agreement or controls substantially all of the debtor’s assets.

“Insider” includes:

A. if the debtor is an individual:
   (i) a relative of the debtor or of a general partner of the debtor;
   (ii) a partnership in which the debtor is a general partner;
   (iii) a general partner in a partnership described in Subparagraph (ii) of this paragraph; or
   (iv) a corporation of which the debtor is a director, officer, or person in control;

B. if the debtor is a corporation:
   (i) a director of the debtor;
   (ii) an officer of the debtor;
   (iii) a person in control of the debtor;
   (iv) a partnership in which the debtor is a general partner;
   (v) a general partner in a partnership described in Subparagraph (iv) of this paragraph; or
   (vi) a relative of a general partner, director, officer, or person in control of the debtor;

C. if the debtor is a partnership:
   (i) a general partner in the debtor;
   (ii) a relative of the general partner in, a general partner of the debtor;
   (iii) another partnership in which the debtor is a general partner;
   (iv) a general partner in a partnership described in Subparagraph (iii) of this paragraph; or
   (v) a person in control of the debtor;

D. an affiliate, or an insider of an affiliate as if the affiliate were the debtor; and

E. a managing agent of the debtor.
PowerMedia and its present or former officers, directors, partners, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives agree that any sale or licensing of the Patent to any third party shall be only in exchange for cash or cash equivalents unless otherwise authorized in writing by SCANA. SCANA and PowerMedia acknowledge and confirm that the rights and remedies of SCANA with respect to any proceeds from Patent No. 5,982,276 are more fully set forth in the Settlement Agreement, the terms and provisions of which are incorporated herein by reference.

4. Proceeds from Infringement Lawsuits. PowerMedia and its present or former officers, directors, employees, agents, affiliates, subsidiaries, successors, parents, assigns and representatives agree to pay SCANA $1.00 of every $2.00 (50%), net of filing fees and reasonable and necessary attorneys’ fees, for any compensation or value, of any nature whatsoever, collected in connection with the prosecution of any patent, copyright, trade secret or other intellectual property infringement action brought against any third party with respect to Patent No. 5,982,276, any derivative work of Patent No. 5,982,276, the inventions described in Patent No. 5,982,276, or any lateral or derivative works derived from, or otherwise related to, the inventions described in Patent No. 5,982,276. SCANA and PowerMedia acknowledge and confirm that the rights and remedies of SCANA with respect to any proceeds from infringement lawsuits involving Patent No. 5,982,276 are more fully set forth in the Settlement Agreement, the terms and provisions of which are incorporated herein by reference.

5. Default. PowerMedia shall be in default under this Security Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Security Agreement on the part of PowerMedia; and (b) any noncompliance with or nonperformance of PowerMedia’s obligations under this Security Agreement. Upon default and at any time
thereafter, SCANA shall have the remedies of a secured party under the Uniform Commercial Code.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK: SIGNATURE PAGES FOLLOW]
Executed this 11th day of December, 2006.

SCANA Corporation

Signature: [signature]

By: George J. Bullwinkel Jr.
(Print Name)

Its: [signature]
(Print Title)

STATE OF South Carolina

COUNTY OF Highland

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared George J. Bullwinkel, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SCANA Corporation, and that he has executed the same as the act of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th of December, 2006.

[Seal]

Notary Public in and for
State of South Carolina
Executed this ___ day of January, 2007

PowerMedia & Communications, Inc.

[Signature]
By: Paul Dabney
(Print Name)

[Signature]
(President)
(Print Title)

STATE OF Texas

COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Paul Dabney, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PowerMedia & Communications, Inc., and that he has executed the same as the act of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st of January, 2007

[SEAL]

Mary H. Clark
Notary Public in and for State of Texas

MARY H. KLARK
MY COMMISSION EXPIRES
November 30, 2008

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