

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
FMW OC, INC.	11/20/2007

RECEIVING PARTY DATA

Name:	BIA DIGITAL PARTNERS SBIC II LP
Street Address:	15120 Enterprise Court
Internal Address:	Suite 200
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	4765077
Patent Number:	5901482
Patent Number:	5758439
Patent Number:	5608978
Patent Number:	5363575

CORRESPONDENCE DATA

Fax Number: (704)353-3246

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: docket@kennedycovington.com

Correspondent Name: Michael A. Tobin

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ATTORNEY DOCKET NUMBER:

27616.025

PATENT

500403206

REEL: 020134 FRAME: 0726

OP \$200.00 4765077

NAME OF SUBMITTER:

Michael A. Tobin

Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of November 20, 2007 by and between FMW OC, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 25300 Rye Canyon Road, Valencia, California 91355 and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (the "Collateral Agent"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among FMW, INC., a Delaware corporation, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of November 20, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Credit Parties in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantor, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule A or under any Patent License, including, without limitation, any Patent License described on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

15 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of November, 2007.

FMW OC, INC., as Grantor

By: [Signature]
Name: Brendan Ross
Title: President

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles

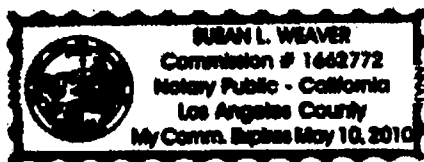
I, Susan L. Weaver, a Notary Public for said County and State, do
hereby certify that Brendan Ross personally appeared before me this day and stated that he is
President of FMW OC, INC. and acknowledged, on behalf of FMW OC, INC. the due execution
of the foregoing instrument.

Witness my hand and official seal, this 15th day of November, 2007.

[Signature]
Notary Public

My commission expires:

5-10-10



[Signature Pages Continue]

Agreed and Accepted as of the
20 day of November, 2007.

BIA DIGITAL PARTNERS SBIC II LP, as Collateral Agent

By: BIA Digital Partners II LLC
Its: General Partner

By: Lloyd R. Sams
Name: Lloyd R. Sams
Title: Member

Schedule A to Patent Security Agreement

PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Country</u>
Directory Support Frame	4765077	5/22/85	8/23/88	United States
Display Card Holder for a Shopping Cart	5901482	6/27/97	5/11/99	United States
Display Card Holder	5758439	2/21/97	6/2/98	United States
Display Card Holder	5608978	8/19/94	5/11/97	United States
Display Card Holder	5363575	7/19/93	11/15/94	United States

Schedule B to Patent Security Agreement

PATENT LICENSES

None.