

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
2080 Media, Inc.	12/05/2008
RECEIVING PARTY DATA	
Name:	Turner Sports International Enterprises, Inc.
Street Address:	1050 Techwood Drive, NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30318
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11851231
Application Number:	11851039
CORRESPONDENCE DATA	
Fax Number:	(404)881-4777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-881-7000
Email:	ann.jones@alston.com
Correspondent Name:	Ginger Burton
Address Line 1:	Alston & Bird LLP
Address Line 2:	1201 West Peachtree Street
Address Line 4:	Atlanta, GEORGIA 30309-3424
ATTORNEY DOCKET NUMBER:	18316/343394
NAME OF SUBMITTER:	Ginger Burton
Total Attachments: 5 source=2080 Media PSA#page1.tif source=2080 Media PSA#page2.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 5, 2008, is made by 2080 MEDIA, INC. (the "Grantor"), in favor of TURNER SPORTS INTERNATIONAL ENTERPRISES, INC. (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of September 15, 2008, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of October 31, 2008 and as further amended by that certain Second Amendment to Asset Purchase Agreement, dated as of November 26, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Grantor and the Secured Party, the Secured Party has agreed to provide credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to extend credit to the Grantor pursuant to the terms of the Purchase Agreement, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Purchase Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due of the Cash Consideration, hereby mortgages, pledges and hypothecates to the Secured Party 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) all of its Patent Applications referred to on Schedule 1 hereto and any issued patents resulting therefrom and all registrations and recordings thereof;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Purchase Agreement.

Section 3. Grantor Retains Exclusive Ownership and Remains Liable. The Grantor and Secured Party each hereby agree that, anything herein to the contrary notwithstanding, until such time as the Secured Party foreclosed upon the Patent Collateral, the Grantor shall retain sole and

absolute ownership and responsibility for, and be solely responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with, the Patent Collateral. Until such time as the Secured Party has received the Cash Consideration or foreclosed upon the Patent Collateral, the Grantor shall take all actions that are necessary or reasonably requested by the Secured Party to maintain and pursue each of the Patent Applications set forth on Schedule I hereto, and with respect to any patent issued in connection with such Patent Applications, the Grantor shall not do any act or omit to do any act whereby such patent may become forfeited, misused, unenforceable, abandoned or dedicated to the public. The parties hereto agree that the Grantor has no obligation under this Patent Security Agreement to prosecute, defend, enforce or take any other action in connection with the Patent Collateral.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (including by way of electronic transmission) and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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

2080 MEDIA, INC., as a Grantor

By: 

Name: David Rudolph

Title: President

ACCEPTED AND AGREED
as of the date first above written:

TURNER SPORTS INTERNATIONAL ENTERPRISES, INC.

By: 

Name: Phillip J. Sharpe

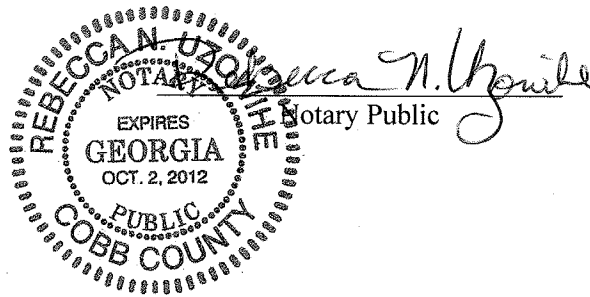
Title: Senior Vice President and General Manager

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this 3rd day of December, 2008 before me personally appeared David Rudolph, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 2080 Media, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS

US Patent Application, Serial No. 11/851,231

US Patent Application, Serial No. 11/851,039