

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
AMI Entertainment Network, Inc.	04/13/2009

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Administrative Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	6997376
Patent Number:	5050148
Patent Number:	4973851
Patent Number:	6779904
Patent Number:	6639876
Patent Number:	6714489
Patent Number:	5031346
Patent Number:	6212138
Patent Number:	4667802
Application Number:	11444431
Application Number:	11411843
Application Number:	11198299
Application Number:	12305849
Application Number:	11843574
Application Number:	11852787

OP \$600.00 6997376

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

4975.022

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 4
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**AMENDMENT NO. 1 TO
PATENT SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Patent Security Agreement dated as of December 2, 2002, (the "Patent Security Agreement") made by AMI ENTERTAINMENT NETWORK, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Administrative Agent for Lenders ("Administrative Agent") is made as of April 13, 2009.

WHEREAS, Grantor and Administrative Agent entered into the Patent Security Agreement pursuant to that certain Guarantee and Collateral Agreement executed by Grantor and Merit Enterprises, Inc. in favor of Administrative Agent, dated as of December 2, 2002 (the "Original Collateral Agreement");

WHEREAS, the Patent Security Agreement was duly recorded in the United States Patent and Trademark Office on December 13, 2002, Reel/Frame: 013552/0749 and a Reaffirmation of Security Documents was duly recorded in the United States Patent and Trademark Office on April 5, 2007, Reel/Frame: 019120/0940;

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, (a) Grantor, Administrative Agent and the other parties thereto have entered into that certain Amended and Restated Guarantee and Collateral Agreement, amending and restating the Original Collateral Agreement (the "Collateral Agreement") pursuant to which, among other things, Grantor has granted to the Administrative Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Patents" and "Patent Licenses", as such terms are defined in the Collateral Agreement (herein, collectively, the "Patents") and (b) Grantor has acquired interests in certain additional Patents (the "New Patents"); and

WHEREAS, in accordance with Section 5.7 of the Original Collateral Agreement and with the Collateral Agreement, the parties agree to amend the Patent Security Agreement to confirm the inclusion of such New Patents;


NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Patent Security Agreement as follows:

1. Schedules. Schedule I as referred to in the Patent Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Patents scheduled on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Administrative Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

AMI ENTERTAINMENT NETWORK, INC.

By: 
Name: Michael P. Santoni
Title: Senior VP Finance

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Administrative Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor and Administrative Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

AMI ENTERTAINMENT NETWORK, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Administrative Agent

By: 
Name: Kevin Board
Title: CEO President

SCHEDULE A

PATENTS

Country	Patent Number	Issue Date
US	6,997,376	02/14/06
US	5,050,148	09/17/91
US	4,973,851	11/27/90
US	6,779,904	08/24/04
US	6,639,876	10/28/03
US	6,714,489	03/30/04
US	5,031,346	07/16/91
US	6,212,138	04/03/01
US	4,667,802	05/26/87

PATENT APPLICATIONS

Country	Patent Application Number	Patent Application Date
US	11/444,431	06/01/06
US	11/411,843	04/27/06
US	11/198,299	08/08/05
US	12/305,849	06/26/07
US	11/843,574	08/22/07
US	11/852,787	09/10/07
Patent Cooperation	PCT/US07/012698	05/30/07
Patent Cooperation	PCT/US07/09972	04/26/07
Patent Cooperation	PCT/US07/18392	08/20/07
Patent Cooperation	PCT/US07/19619	09/10/07

PATENT LICENSES

See the Licenses set forth on Schedule 5 of the Collateral Agreement.