

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement Supplement
CONVEYING PARTY DATA	
Name	Execution Date
iBiquity Digital Corporation	07/20/2009
RECEIVING PARTY DATA	
Name:	Merrill Lynch Credit Products, LLC, as Collateral Agent
Street Address:	4 World Financial Center
Internal Address:	North Tower-22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	7340010
Patent Number:	7352817
Patent Number:	7464324
Patent Number:	7474707
Patent Number:	7512175
Patent Number:	7542517
Application Number:	11896565
Application Number:	12010731
Application Number:	12032011
Application Number:	12035538
Application Number:	12100842
Application Number:	12183604
Application Number:	12213997
Application Number:	12219989

CH \$920.00 7340010

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PATENT  
REEL: 022980 FRAME: 0032

Application Number:	12289067
Application Number:	12318593
Application Number:	12331731
Application Number:	12346955
Application Number:	12385660
Application Number:	61193026
Application Number:	12003315
Application Number:	12003323
Application Number:	61193577

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 2: Attn: Jean Paterson  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	071788
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NAME OF SUBMITTER:	Jean Paterson
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Total Attachments: 7  
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 source=7-21-09 iBiquity Digital-PT#page7.tif

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

iBiquity Digital Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 07/20/2009

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Patent Security Agreement Supplement

**2. Name and address of receiving party(ies)**

Name: Merrill Lynch Credit Products, LLC, as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 4 World Financial Center

North Tower - 22nd Floor

City: New York

State: NY

Country: USA Zip: 10080

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

SEE Exhibit A

B. Patent No.(s)

See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2640

Email Address: jmurphy@cahill.com

**6. Total number of applications and patents involved: 23**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

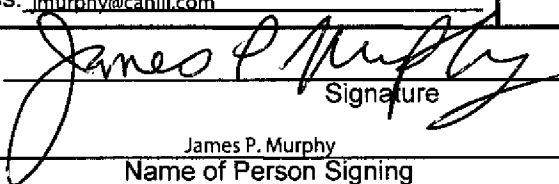
- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
James P. Murphy  
Name of Person Signing

07/20/2009  
Date

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT SUPPLEMENT

THIS PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of July 20, 2009 by and between **MERRILL LYNCH CREDIT PRODUCTS, LLC**, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement) (the “**Collateral Agent**”), and **IBIQUITY DIGITAL CORPORATION** (the “**Borrower**”).

### RECITALS

WHEREAS, Borrower, Lenders and the Collateral Agent entered into a certain Credit Agreement dated as of December 1, 2006, as amended and restated as of March 12, 2008 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). As a condition of the Credit Agreement, each Lender required that Borrower grant to the Collateral Agent, for the benefit of the Lenders a security interest in certain patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to the Collateral Agent for the benefit of the Lenders, a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

WHEREAS, the Borrower and the Collateral Agent have entered into a Patent Security Agreement dated as of December 1, 2006, recorded at the United States Patent and Trademark office at Reel 018606 Frame 0578 (the “**Base Patent Security Agreement**”) and wish to supplement the schedule thereto with additional pledged collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Borrower grants and pledges to the Collateral Agent, as agent for the benefit of the Collateral Agent and each Lender, a security interest in all of Borrower’s right, title and interest in, to and under its Patents (as defined in the Credit Agreement), including without limitation those Patents listed on Exhibit A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

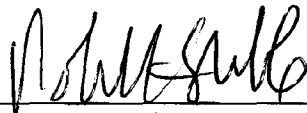
The security interest granted hereby is in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to the Collateral Agent and the

Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies provided for in the Base Patent Security Agreement, this Patent Security Agreement Supplement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent and the Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all Patents which Borrower has registered or filed an application for with the United States Patent and Trademark Office that have not been previously set forth in Exhibit A to the Base Patent Security Agreement or in any supplement thereto.

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By:   
Name: Robert J. Struble  
Title: President and Chief Executive Officer

**MERRILL LYNCH CREDIT PRODUCTS, LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

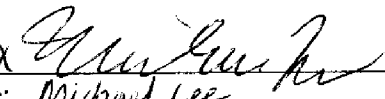
*[Patent Security Agreement Supplement Signature Page]*

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MERRILL LYNCH CREDIT PRODUCTS, LLC,**  
as Collateral Agent

By:   
Name: Michael Lee  
Title: Managing Director

*[Patent Security Agreement Supplement Signature Page]*

## EXHIBIT A

### PATENTS

#### REGISTERED U.S. PATENTS

Patent No.	Issue Date	Title
7,340,010	3/4/08	Forward Error Correction Coding for Hybrid AM In-Band On-Channel Digital Audio Broadcasting System
7,352,817	4/1/08	Method And Apparatus For Interleaving Signal Bits In A Digital Audio Broadcasting System
7,464,324	12/9/08	Method And Apparatus For Forward Error Correction Coding For An AM In-Band On-Channel Digital Audio Broadcasting System
7,474,707	1/6/09	Bandwidth Reduction Of An FM Broadcast Signal Using A Baseband Precompensation Technique
7,512,175	3/31/09	Method For Synchronizing Exporter And Exciter Clocks
7,542,517	6/2/2009	Peak-To-Average Power Reduction For FM OFDM Transmission

#### U.S. PATENT APPLICATIONS

Application Serial No.	Filed	Title
11/896,565	09/04/07	Digital Radio Broadcast Receiver, Broadcasting Methods and Methods for Tagging Content of Interest
12/010,731	1/29/08	System And Method For Sampling Rate Adjustment Of Digital Radio Receiver
12/032,011	2/15/08	Method And Apparatus For Formatting Data Signals In A Digital Audio Broadcasting System
12/035,538	2/22/08	Transmitter With Forward Error Correction Coding For Hybrid AM In-Band On-Channel Digital Audio Broadcasting Systems
12/100,842	4/10/08	Broadcast Equipment Communication Protocol
12/183,604	7/31/08	Method And Apparatus For Store And Replay Functions In A Digital Radio Broadcasting Receiver
12/213,997	6/27/08	systems And Methods For DC Component Recovery In A Zero-IF Radio Receiver
12/219,989	7/31/08	Systems And Methods For Fine Alignment Of Analog And Digital Signal Pathways



<b>Application Serial No.</b>	<b>Filed</b>	<b>Title</b>
12/289,067	10/20/08	Systems And Methods For Frequency Offset Correction In A Digital Radio Broadcast Receiver
12/318,593	12/31/08	Systems And Methods For Fast Seek And Scan Functions In A Digital Radio Broadcast Receiver
12/331,731	12/10/08	Adaptive Impedance Matching (Aim) For Electrically Small Radio Receiver Antennas
12/346,955	12/31/08	Synchronization Of Separated Platforms In An HD Radio Broadcast Single Frequency Network
12/385,660	4/15/09	Systems And Methods For Transmitting Media Content Via Digital Radio Broadcast Transmission For Synchronized Rendering By A Receiver
61/193,026	10/22/08	System And Method For Synchronous Processing Of Analog And Digital Pathways In A Digital Radio Receiver
61/193,577	12/8/08	System And Method For Programming A Digital Radio Receiver
12/003,315	12/21/07	Systems And Methods For Transmitting And Receiving Large Objects Via Digital Radio Broadcast
12/003,323	12/21/07	Systems And Methods For Communicating And Rendering Electronic Program Guide Information Via Digital Radio Broadcast Transmission