

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
CLUBCOM, LLC	06/07/2010
RECEIVING PARTY DATA	
Name:	ORIX VENTURE FINANCE LLC
Street Address:	245 PARK AVENUE, 19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	95054
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	09161892
Application Number:	29122763
Application Number:	09570998
Application Number:	09571071
Application Number:	09598506
Application Number:	09965775
Application Number:	10419561
Application Number:	10682598
Application Number:	10804574
Application Number:	10627574
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8004945225
Email:	agency@nationalcorp.com

OP \$400.00 09161892

Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G. St NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: L054526

NAME OF SUBMITTER: Catherine C. Fisk

Total Attachments: 7
source=Clubcom IP Agreement#page1.tif
source=Clubcom IP Agreement#page2.tif
source=Clubcom IP Agreement#page3.tif
source=Clubcom IP Agreement#page4.tif
source=Clubcom IP Agreement#page5.tif
source=Clubcom IP Agreement#page6.tif
source=Clubcom IP Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **June 7, 2010** by and between **ORIX Venture Finance LLC** ("ORIX") and **ClubCom, LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated as of the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright

Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

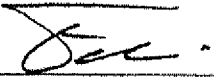
[Signatures on Next Page]

Address of Grantor:

100 Business Center Drive
Pittsburgh, PA 15205

ClubCom, LLC


By: Zoom Media Acquisition, Inc.

By 
Francois de Gaspé Beaubien,
Chairman and CEO

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By 
Kevin P. Sheehan,
President and CEO

SCHEDULE A

TRADEMARKS

Registered Owner	Trademark	Number	Country
ClubCom, LLC	ClubCom	Reg.: 4,474,581	European Community
ClubCom, LLC	ClubCom	Reg.: 3,865,061	European Community
ClubCom, LLC	ClubCom	Serial: 77,468,382	USA
ClubCom, LLC	ClubCom	Serial: 30432461	Germany

SCHEDULE B

PATENTS

Registered Owner	Patent Title	Country & Status	Application Number & Date	Grant Number & Date
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	USA Granted	09/161892 9/28/1998	6, 298,218 10/2/2001
CLUBCOM, LLC	RACK STAND	USA Granted	29/122763 5/3/2000	D462538 9/10/2002
CLUBCOM, LLC	SYSTEM AND METHOD FOR INTERACTIVE ON-DEMAND INFORMATION	USA Granted	09/570998 5/15/2000	6, 487,390 11/26/2002
CLUBCOM, LLC	SYSTEM AND METHOD FOR PROVIDING DEMOGRAPHICALLY TARGETED INFORMATION	USA Granted	09/571071 5/15/2000	6, 604,138 8/5/2003
CLUBCOM, LLC	SYSTEM AND METHOD FOR BRANDING A FACILITY	USA Pending	09/598,506 6/21/2000	N/A
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	USA Granted	09/965775 9/27/2001	7, 058,412 6/6/2006
CLUBCOM, LLC	SYSTEM AND METHOD FOR PROVIDING DEMOGRAPHICALLY TARGETED INFORMATION	USA Granted	10/419561 4/21/2003	6, 671,736 12/30/2003
CLUBCOM, LLC	SYSTEM AND METHOD FOR DELIVERING AUDIO AND VIDEO CONTENT TO FACILITIES	USA Pending	10/627574 7/24/2003	N/A
CLUBCOM, LLC	DATA STORAGE AND COMMUNICATION NETWORK FOR USE WITH EXERCISE UNITS	USA Granted	10/682598 10/9/2003	6, 991,586 1/31/2006
CLUBCOM, LLC	SYSTEM AND METHOD FOR SYNDICATING ADVERTISEMENTS	USA Pending	10/804574 3/18/2004	N/A

Registered Owner	Patent Title	Country & Status	Application Number & Date	Grant Number & Date
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK WO 20001 019620	EPO Granted	1118162	5/31/2006
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	France Granted	1118162	5/31/2006
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	Germany Granted	69931648.0	5/31/2006
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	Italy Granted	1118162	5/31/2006
CLUBCOM, LLC	COMBINED ADVERTISING AND ENTERTAINMENT SYSTEM NETWORK	UK Granted	1118162	5/31/2006

SCHEDULE C

COPYRIGHTS

NIL

NYC#: 116673.1

RECORDED: 07/09/2010

PATENT
REEL: 024658 FRAME: 0178