

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
Multimedia Commerce Group, Inc.	07/01/2010
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank
Street Address:	123 South Broad Street, PA 1246
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19109
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11465828
Application Number:	11465841
CORRESPONDENCE DATA	
Fax Number:	(704)353-3698
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	K & L Gates LLP
Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	2817366.00210WACHOVIASAM
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Total Attachments: 5 source=MultimediaWellsFargoPatentSecAgmt#page1.tif source=MultimediaWellsFargoPatentSecAgmt#page2.tif	

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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of July 1, 2010 by and between Multimedia Commerce Group, Inc., a Tennessee corporation (the "Grantor"), having its chief executive office at 10001 Kingston Pike, Knoxville, Tennessee 37922, and WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association), as Administrative Agent (the "Administrative Agent"), with offices at 123 South Broad Street, PA 1246, Philadelphia, Pennsylvania 19109, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restate Credit Agreement, dated as September 9, 2008, (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, America's Collectibles Network, Inc. ("ACN") (ACN and Grantor together, the "Borrowers"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of September 9, 2008 by and among the Borrowers, certain of their Subsidiaries party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, 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 Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MULTIMEDIA COMMERCE GROUP, INC.,
as Grantor

By: Charles Wagner
Name: CHARLES A. WAGNER III
Title: Vice Chairman

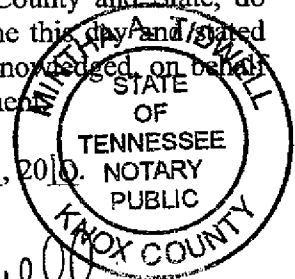
ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Knox

I, Mintha A. Tidwell, a Notary Public for said County and State, do hereby certify that Charles A. Wagner III personally appeared before me this day and stated that (s)he is Vice Chairman of Multimedia Commerce Group, Inc. and acknowledged, on behalf of Grantor the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of July, 2010.

Mintha A. Tidwell
Notary Public



My commission expires:

July 26, 2011

[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Steven Markunas

Title: Vice President

Schedule A to Patent Security Agreement
PATENT APPLICATIONS

1. The following pending patent applications:

Brief Description	App. No.	App. Date	Publ. Date	Status
"A web page element updating system comprising a central data source..."	20070300149	08/21/2006	12/27/2007	Pending application
"A method of conducting a telephone or internet based reverse auction..."	20070156571	08/21/2006	07/05/2007	Pending application

Schedule B to Patent Security Agreement

PATENT LICENSES

None.

[Patent Security Agreement – Multimedia Commerce Group, Inc.]