

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
Advanced Media Networks, LLC	10/13/2011

RECEIVING PARTY DATA

Name:	Palm Finance Corporation
Street Address:	233 Wilshire Blvd., Suite 200
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5960074
Patent Number:	6445777
Patent Number:	6466655
Patent Number:	0959299
Patent Number:	6462718
Patent Number:	6462715
Patent Number:	6441798
Patent Number:	6466179
Patent Number:	6466175
Patent Number:	6531992
Patent Number:	6630912

CORRESPONDENCE DATA

Fax Number: (208)954-5225
Phone: 208-388-4835
Email: thowe@hawleytroxell.com

501705514

PATENT
REEL: 027136 FRAME: 0474

OP \$440.00 5960074

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Hawley Troxell Ennis & Hawley LLP
Address Line 1: 877 W. Main Street, Suite 1000
Address Line 2: Attn.: Theresa Howe
Address Line 4: Boise, IDAHO 83702

ATTORNEY DOCKET NUMBER:	03464-0540
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NAME OF SUBMITTER:	Theresa M. Howe
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Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made October 13, 2011, by and among ADVANCED MEDIA NETWORKS, LLC, a California limited liability company ("*Grantor*"), and PALM FINANCE CORPORATION, a California corporation ("*Lender*").

RECITALS

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "*Loan Agreement*") between AMHC, Inc. as Borrower, MediaPointe, Inc. and Grantor, both of which are a Subsidiary of Borrower and beneficiaries of the Loan made by Lender pursuant to the Loan Agreement;

WHEREAS, Lender is willing to make the Loan to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Agreement and the AMN Security Agreement of even date with this Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender both the AMN Security Agreement and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the AMN Security Agreement and/or the Loan Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL.** Grantor hereby assigns to the Lender for collateral purposes and grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Patent and Trademark Collateral*"):

(a) all of Grantor's material patents and trademarks, and rights in or to any other patents or trademarks licensed to Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, modifications, renewals of, or improvements on, the foregoing;

(c) all goodwill of the business connected with the use of, or symbolized by, each trademark of Grantor or each trademark licensed to Grantor; and

(d) all products and proceeds of the foregoing, including, without limitation, (i) any claim by Grantor against third parties for past, present or future infringement or dilution of any patent or trademark or any patent or trademark licensed to Grantor or (ii) any injury to the goodwill associated with any trademark of Grantor or any trademark licensed to Grantor.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the AMN Security Agreement. Grantor hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the AMN Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or trademarks, or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Lender with respect to any such new patent or trademark rights. Without limiting the Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(Signature(s) on following page(s).)

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered as of the date first set forth above.


GRANTOR:

ADVANCED MEDIA NETWORKS, LLC

By: 
Name: RICHARD J. AROSINELLI
Title: CEO

LENDER:

PALM FINANCE CORPORATION

By: 
Name: Dennis Rutzeneisen
Title: V.P.

**SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS**

Country	Patent	Patent Number	Date
	TELE-COMPUTER NETWORK FOR MOTION PICTURE, TELEVISION AND TV ADVERTISING PRODUCTION	5,960,074	September 28, 1999
	MOBILE TELECOMPUTER NETWORK	6,445,777	September 3, 2002
	TELE-COMPUTER NETWORK FOR MOTION PICTURE, TELEVISION AND TV ADVERTISING PRODUCTION (CONTINUATION IN PART ISSUED)	6,466,655	October 15, 2002
	MOBILE TELE-COMPUTER NETWORK FOR MOTION PICTURE, TELEVISION AND TV ADVERTISING PRODUCTION	EPO 0959299	January 23, 2008
	STEERABLE ANTENNA ASSEMBLY	6,462,718	October 8, 2002
	QUICK DISCONNECT ASSEMBLY	6,462,715	October 8, 2002
	FEED LEG ASSEMBLY	6,441,798	August 27, 2002
	ALIGNMENT JIG ASSEMBLY	6,466,179	October 15, 2002

SCHEDULE I TO PATENT AND TRADEMARK SECURITY AGREEMENT

03464.0540.2528972.3

**PATENT
REEL: 027136 FRAME: 0479**

Country	Patent	Patent Number	Date
	ADJUSTABLE HORN MOUNT ASSEMBLY	6,466,175	October 15, 2002
	BACK FRAME ASSEMBLY	6,531,992	March 11, 2003
	MOUNT AND CONTROLLER ASSEMBLY	6,630,912	October 7, 2003

TRADEMARKS

Country	Trademark	Trademark Number	Date

SCHEDULE I TO PATENT AND TRADEMARK SECURITY AGREEMENT

03464.0540.2528972.3

RECORDED: 10/27/2011

PATENT
REEL: 027136 FRAME: 0480