

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
Activision TV, Inc.	08/25/2011
RECEIVING PARTY DATA	
Name:	Hamilton Capital LLC
Street Address:	152 West 57th Street
Internal Address:	54th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6215411
Patent Number:	6384736
Patent Number:	7369058
Patent Number:	7064672
Application Number:	12116053
Application Number:	12690699
Application Number:	10826586
Application Number:	13019988
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company

CH \$320.00 6215411

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 070580-010

NAME OF SUBMITTER: Jean Paterson

Total Attachments: 5
source=1-24-12 Activision TV-PT#page1.tif
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of this 25 day of August 2011 by Activision TV, Inc., a Delaware corporation ("Grantor"), in favor of Hamilton Capital LLC, a Delaware limited liability company ("Grantee").

WITNESSETH

Whereas, Grantor and Grantee are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), pursuant to which Grantee has agreed to make certain financial accommodations available to Grantor; and

WHEREAS, pursuant the terms of a certain Security Agreement dated as of the date hereof Grantor and Grantee (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), together with all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Loan Agreement) under the Loan Agreement; and

WHEREAS, it is a condition precedent to the transactions under the Loan Agreement that Grantor shall have granted the security interests contemplated by this Agreement in order to secure the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in order to induce Grantee to make the Loan and other financial accommodations available to Borrower under the Loan Agreement, Grantor hereby agrees with Grantee as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement and, if not defined therein, the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration, upon redemption or otherwise) of the Obligations of Grantor to Grantee, whether now existing or hereafter arising, under or pursuant to the Loan Agreement and any other financing document, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising;


(i) each Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

Patent Security Agreement - Activision

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringements of any Patent.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of Grantee as of the date first written above.

ACTIVISION TV, INC.

By: 
Name: DAVID GOTHARD
Title: President

Agreed and accepted
as of the date first written above:

HAMILTON CAPITAL LLC

By: _____
Name: _____
Title: _____

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringements of any Patent.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of Grantee as of the date first written above.

ACTIVISION TV, INC., a Delaware corporation

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) SS:

On the _____ day of _____, in the year ____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
[Seal]

Agreed and accepted
as of the date first written above:

HAMILTON CAPITAL LLC

By: _____
Name: *Jack Simony*
Title: *PH*

SCHEDULE 1

SCHEDULE OF UNITED STATES
PATENTS AND PENDING PATENT APPLICATIONS
OWNED BY OR EXCLUSIVELY LICENSED TO ACTIVISION TV, INC.

Title	Filing Date/ Appln Number	Publ. Date / Publ. Number	Issue Date/ Patent Number	Status
Remote Control Electronic Display System	2/8/2000	09/500,284	4/10/2001 6,215,411	Issued
Remote Control Electronic Display System	4/21/1999	09/295,894	5/7/2002 6,384,736	Issued
Remote Control Electronic Display System	6/21/2004 10/874,102	11/18/2004 2004/227640	5/6/2008 7,369,058	Issued
Remote Control Electronic Display System	5/6/2008 12/116,053	12/9/10 2010/0309208 A1		Pending
High Resolution Computer Operated Digital Display System	1/20/2010 12/690,699	5/13/2010 2010/0117933A1		Pending
High Resolution Computer Operated Digital Display System	11/10/2003 10/705,113	5/20/2004 2004/0095339A1	6/20/2006 7,064,672	Issued
Illumination Apparatus for LCD/Organic Displays	4/16/2004 10/826,586	10/21/2004 2004/0207774A1		Pending
Interactive Media Display	2/02/2011 13/019,988			Pending