

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ecast, Inc.	04/05/2012
RECEIVING PARTY DATA	
Name:	AMI Entertainment Network, Inc.
Street Address:	155 Rittenhouse Circle
City:	Bristol
State/Country:	PENNSYLVANIA
Postal Code:	19007
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11741153
Application Number:	12390919
CORRESPONDENCE DATA	
Fax Number:	(215)965-1331
Phone:	2159651330
Email:	tboyle@panitchlaw.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:	John D. Simmons
Address Line 1:	One Commerce Square
Address Line 2:	2005 Market Street, Suite 2200
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
NAME OF SUBMITTER:	John D. Simmons
Total Attachments: 9 source=00400545#page1.tif source=00400545#page2.tif source=00400545#page3.tif	

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**TRANSFER STATEMENT PURSUANT TO SECTION 9-619 OF THE  
NEW YORK UNIFORM COMMERCIAL CODE**

This Transfer Statement is dated as of April 5, 2012 and is executed by AMI Entertainment Network, Inc. ("AMI") pursuant to and in accordance with Section 9-619 of the New York Uniform Commercial Code, with reference to the following:

1. Secured Party. AMI, the Secured Party, is the holder of a promissory note dated as of April 2009 (the "Note") in the original principal amount of \$2,750,000, plus all other amounts due and owing under the Note and Security Agreement described below (the "Obligations"), made by Ecast Inc. ("Ecast") to the order of Rowe International Corporation and secured by liens on and security interests in all of the property and assets of Ecast, as more particularly described in the UCC-1 financing statement attached as part of Exhibit A hereto (the "Collateral") pursuant to a security agreement dated as of April 2009 (the "Security Agreement") and, collectively with the Note, the "Loan Documents"). AMI is the successor by merger to Rowe International Corporation. A UCC-1 financing statement relating to the Security Agreement was properly and timely recorded with the Delaware Secretary of State in accordance with the Uniform Commercial Code in effect in the State of New York.<sup>1</sup> True and correct copies of the UCC-1 financing statement relating to the Security Agreement, and the UCC-3 amendment identifying AMI as secured party, are attached hereto collectively as Exhibit A.

2. Debtor's Default. As of March 1, 2012, Events of Default existed under the Loan Documents by reason of, *inter alia*, Ecast's failure to pay, as required under the terms of the Note, the amounts of (i) \$250,000 due and payable on July 1, 2011, (ii) \$250,000 due and payable on October 1, 2011, and (iii) \$187,500 due and payable on January 2, 2012. The existence of such Events of Default entitled AMI, *inter alia*, to exercise any and all rights and remedies available under the Security Agreement, the Note and/or under applicable law in respect of such Events of Default.

3. Exercise By Secured Party Of Post-Default Remedies. AMI exercised its remedies in respect of the Collateral as follows. By letter dated March 1, 2012, AMI duly notified Ecast that, by reason of the Events of Default and in accordance with the provisions of the Note, the entire principal balance of the Note was due and payable in full, without presentment, demand, protest or further notice of any kind. On March 1, 2012, AMI took possession of certain of the Collateral to preserve its value pending its ultimate disposition. On March 15, 2012, AMI duly delivered a proposal to all parties entitled to notice under Sections 9-620 and 9-621 of the New York Uniform Commercial Code stating (a) the election by AMI under Section 9-620 of the New York Uniform Commercial Code to accept certain of the Collateral (as more particularly described in Exhibit B hereto, the "Accepted Collateral") in full satisfaction of the Note and the Obligations, and (b) the right to object to such acceptance of the Accepted Collateral in full satisfaction of the Note and Obligations within 20 days thereafter. No objection to the proposal of any type or nature was received by AMI.

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<sup>1</sup> By agreement of the parties to the Loan Documents, both the Note and Security Agreement are governed by New York law. See Note § 8; Security Agreement § 8.

4. AMI Has Acquired The Rights Of Ecast In The Accepted Collateral. AMI has acquired all right, title, interest, claim and estate heretofore held by Ecast in the Accepted Collateral. As a result, AMI is entitled to, among other things, the benefit and enjoyment of all rights conferred upon AMI by Section 9-619(b) of the New York Uniform Commercial Code.

5. Name And Mailing Address Of The Debtor.

- a. The last known name and mailing address of Ecast is as follows:

Ecast Inc.  
49 Geary Street  
Mezzanine  
San Francisco, CA 94108

- b. The name and mailing addresses of AMI, the Secured Party and transferee hereunder, is as follows:

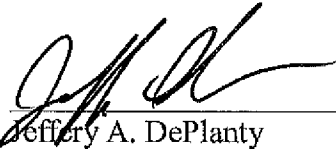
AMI Entertainment Network, Inc.  
4147 Eastern Avenue SE  
Grand Rapids, MI 49508  
ATTN: George Pinos

*with a copy to:*

Kenneth Morrow, Esq.  
Dickstein Shapiro LLP  
1825 Eye Street NW  
Washington, D.C. 20006

IN WITNESS WHEREOF, AMI has executed this Transfer Statement as of the date first written above.

AMI Entertainment Network, Inc.

By:   
Name: Jeffrey A. DePlanty  
Title: Secretary

cc: Kenneth Morrow, Esq.

**EXHIBIT A**

**UCC-1 FINANCING STATEMENT AND UCC-3 AMENDMENT**

SRV: 090369066

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
E-CAST INC.							
OR 1b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE	COUNTRY	
		San Francisco		CA	94108	USA	
1c. MAILING ADDRESS		1d. TYPE OF ORGANIZATION		1e. JURISDICTION OF ORGANIZATION		1f. ORGANIZATIONAL ID #, if any	
49 Geary Street, Mezzanine		corporation		Delaware		ID# 2955815 <input type="checkbox"/> NONE	
1g. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR					

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME							
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any	
						<input type="checkbox"/> NONE	
ADD'L INFO RE ORGANIZATION DEBTOR							

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
ROWE INTERNATIONAL CORPORATION							
OR 3b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE	COUNTRY	
		Grand Rapids		MI	49507-1884	USA	
3c. MAILING ADDRESS							
1500 Union Avenue, S.E.							

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the (REAL ESTATE RECORDS. Attach Acknowledgment)		7. CHECK TO REQUEST SEARCH REPORT (S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA		File with the Delaware Secretary of State		DSMDB-#2533382-v1			

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

**Exhibit "A" to UCC Financing Statement**

[Debtor: E-CAST INC., a Delaware corporation]  
[Secured Party: ROWE INTERNATIONAL CORPORATION]

All assets of Debtor, including, without limitation, the property described below, whether now owned or hereafter acquired by Debtor, together with all additions and accessions thereto and replacements thereof, all proceeds and products thereof, all books of account and records, including all computer software relating thereto, all policies of insurance on any of the foregoing (collectively, the "Collateral"), and all proceeds of such policies:

A. ACCOUNTS. All accounts, accounts receivable and all instruments, chattel paper and documents (as such terms are defined in Article 9 of the Uniform Commercial Code as adopted in the State of New York (as in effect from time to time, the "UCC") and all other rights relating to or arising out of such accounts (all of which shall be referred to herein collectively as the "Accounts"); and

B. TANGIBLE PERSONAL PROPERTY. All equipment and fixtures (as such terms are defined in the UCC) located in the United States of America, including, without limitation, all furniture, office equipment, computer hardware and software, machinery, tools, trade fixtures, leasehold improvements and other tangible personal property, whether now in Debtor's possession or control, in transit, in storage or hereafter acquired by way of replacement, substitution, addition or otherwise (all of which shall be referred to herein collectively as the "Tangible Personal Property"); and

C. GENERAL INTANGIBLES. All general intangibles and uncertificated securities (as such terms are defined in the UCC) relating to or arising out of the Accounts, the Tangible Personal Property or the Inventory (as defined below), including, without limitation, all returned and unearned insurance premiums, tax refunds, contract rights and causes of action of any kind and nature whatsoever (all of which shall be referred to herein collectively as the "General Intangibles"); and

D. INVENTORY. All inventory (as such term is defined in the UCC) of every nature located in the United States of America, including, without limitation, all supplies, stock-in-trade, raw materials, finished goods, work-in-process and all other items of personal property that are held for sale or furnished or are to be furnished under contracts of service or sale or lease, and all returned, reclaimed and repossessed goods, whether now in Debtor's possession or control, in transit, in storage or subsequently acquired by way of replacement, substitution, addition or otherwise (all of which shall be referred to herein collectively as the "Inventory"); and

E. NEGOTIABLE COLLATERAL. All letters of credit, letter of credit rights, instruments, promissory notes, drafts, and documents (as such terms may be defined in the UCC); and

F. SUPPORTING OBLIGATIONS. All rights in respect of supporting obligations (as such term is defined in the UCC), including letters of credit and guaranties issued in support of Accounts, chattel paper, documents, General Intangibles or instruments; and

G. CASH. All money, cash equivalents, or other assets of Debtor that now or hereafter come into the possession, custody, or control of Secured Party; and

DSMDB-2533394

H. LEASES. All of Debtor's present and future right, title and interest in and to any and all leases, occupancy agreements, subleases, contracts, licenses, agreements and other understandings of or relating to the use, enjoyment and occupancy of real property or any improvements thereon; and

I. COMMERCIAL TORT CLAIMS. All commercial tort claims (as such term is defined in the UCC); and

J. INVESTMENT PROPERTY. All investment property (as such term is defined in the UCC).



DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 11:43 AM 04/22/2009  
INITIAL FILING # 2009 1216990  
AMENDMENT # 2009 1282455  
SRV: 090386301

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # Initial Financing Statement File #: 2009 1216990	Filed: April 16, 2009	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.		
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.		
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.		
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input checked="" type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).		
6. CURRENT RECORD INFORMATION:		
6a. ORGANIZATION'S NAME OR 6b. INDIVIDUAL'S LAST NAME		
7. CHANGED (NEW) OR ADDED INFORMATION:		
7a. ORGANIZATION'S NAME OR 7b. INDIVIDUAL'S LAST NAME		
7c. MAILING ADDRESS 155 Rittenhouse Circle		
7d. TAX ID #: SSN OR EIN 7e. TYPE OF ORGANIZATION DEBTOR		
7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.		

(Debtor: E-CAST, INC.)

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME AM ENTERTAINMENT NEW YORK, INC. (successor-by-merger to Rowe International Corporation)			
OR 9b. INDIVIDUAL'S LAST NAME			
10. OPTIONAL FILER REFERENCE DATA File with the Delaware Secretary of State			

DSMDB-#2602151-v1

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

PATENT  
REEL: 028196 FRAME: 0157

## EXHIBIT B

### ACCEPTED COLLATERAL

All assets of Ecast, except the Excluded Assets (defined below), including, without limitation, the property described below, whether now owned or hereafter acquired by Ecast, together with all additions and accessions thereto and replacements thereof, all proceeds and products thereof, all books of account and records, including all computer software relating thereto, all policies of insurance on any of the foregoing, and all proceeds of such policies:

A. ACCOUNTS. All accounts, accounts receivable and all instruments, chattel paper and documents (as such terms are defined in Article 9 of the UCC) and all other rights relating to or arising out of such accounts (all of which shall be referred to herein collectively as the "Accounts"); and

B. TANGIBLE PERSONAL PROPERTY. All equipment and fixtures (as such terms are defined in the UCC) located in the United States of America, including, without limitation, all furniture, office equipment, computer hardware and software (including servers, internet switches, communications equipment, computer workstations, source code, licensed and assignable software residing on jukeboxes and other digital media terminals, and all other licensed and assignable software), machinery, tools, trade fixtures, leasehold improvements and other tangible personal property, whether now in Ecast's possession or control, in transit, in storage, at third party service provider locations, or hereafter acquired by way of replacement, substitution, addition or otherwise (all of which shall be referred to herein collectively as the "Tangible Personal Property"); and

C. GENERAL INTANGIBLES. All general intangibles and uncertificated securities (as such terms are defined in the UCC) relating to or arising out of the Accounts, the Tangible Personal Property or the Inventory (as defined below), including, without limitation, all returned and unearned insurance premiums, tax refunds, contract rights, internet domain names, jukebox designs, and causes of action of any kind and nature whatsoever (all of which shall be referred to herein collectively as the "General Intangibles"); and

D. INVENTORY. All inventory (as such term is defined in the UCC) of every nature located in the United States of America, including, without limitation, all supplies, stock-in-trade, raw materials, finished goods, work-in-process and all other items of personal property that are held for sale or furnished or are to be furnished under contracts of service or sale or lease, and all returned, reclaimed and repossessed goods, whether now in Ecast's possession or control, in transit, in storage or subsequently acquired by way of replacement, substitution, addition or otherwise (all of which shall be referred to herein collectively as the "Inventory"); and

E. NEGOTIABLE COLLATERAL. All letters of credit, letter of credit rights, instruments, promissory notes, drafts, and documents (as such terms may be defined in the UCC); and

F. SUPPORTING OBLIGATIONS. All rights in respect of supporting obligations (as such term is defined in the UCC), including letters of credit and guaranties issued in support of Accounts, chattel paper, documents, General Intangibles or instruments; and

G. COMMERCIAL TORT CLAIMS. All commercial tort claims (as such term is defined in the UCC); and

H. INVESTMENT PROPERTY. All investment property (as such term is defined in the UCC).

Notwithstanding the foregoing, the following assets of Ecast are specifically excluded from accepted collateral (the "Excluded Assets"):

1. Employee records, including without limitation records relating to payroll, taxes, benefits, employment history and job performance for all former Ecast employees;
2. Employee benefit programs;
3. Accounts receivable from jukebox route operators;
4. Contracts with jukebox route and digital media equipment operators;
5. Music content licenses and agreements with music labels, licensing bodies and publishers;
6. Internet service provider agreements;
7. Real property leases;
8. Leasehold improvements at 49 Geary, Mezzanine Suite, San Francisco, CA
9. Leased Canon photocopiers (2) located at 49 Geary, Mezzanine Suite
10. Consigned or customer-owned inventory
11. Bank accounts
12. Cash