

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mediaguide, Inc.	05/21/2012
RECEIVING PARTY DATA	
Name:	Mobile Research Labs Ltd.
Street Address:	6 Hanagar Street
City:	Hod Hasharon
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11322706
Application Number:	10598283
Patent Number:	6338037
CORRESPONDENCE DATA	
Fax Number:	(646)349-2782
Phone:	2124818686
Email:	docket@sabety.net
<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:	Ted Sabety, Sabety + Associates PLLC
Address Line 1:	8 West 40th Street, 12th Floor
Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	MEDIAGUIDE
NAME OF SUBMITTER:	Ted Sabety
Total Attachments: 7 source=Executed Security Agreement#page1.tif source=Executed Security Agreement#page2.tif	

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## SECURITY AND FIXED CHARGE AGREEMENT

**THIS SECURITY AND FIXED CHARGE AGREEMENT** (the “**Agreement**”) is made as of the [21] day of May, 2012, by and between **Mobile Research Labs Ltd.** (the “**Pledgor**”), a company organized under the laws of the State of Israel, with offices located at 6 Hanagar St., Hod Hasharon, Israel, and **Mediaguide, Inc.** (the “**Pledgee**”), a company organized under the laws of Delaware, USA, with offices located at 640 Freedom Business Center, Suite 305, King of Prussia, PA 19406.

**WHEREAS**, Pledgee and the Pledgor entered into that certain Assignment Agreement (the “**Assignment Agreement**”), dated as of the date hereof, of which this Security and Floating Charge Agreement is an exhibit so incorporated, pursuant to which Pledgee has agreed to assign all right, title and interest of Pledgee in and to the Assigned Assets (as defined in the Assignment Agreement) to the Pledgor in consideration for the payment of three million, sixty eight thousand dollars (\$3,068,000) (the “**Consideration**”), subject to adjustments as per Sections 2.7(d), 2.7(e) and 2.7(f), of the Assignment Agreement, and payments made by the Pledgor to Pledgee set forth in Section 2.7(b) of the Assignment Agreement; and

**WHEREAS**, the Pledgor and Pledgee have agreed to enter into this Agreement in order to secure the full payment of the Consideration.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Preamble. The Preamble to this Agreement and the Exhibit hereto, constitute an integral part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Assignment Agreement.
2. Security Interest and Fixed Charge. To secure the timely payment of the Consideration in accordance with the terms of the Assignment Agreement and the performance of Pledgor’s obligations under the Assignment Agreement and this Agreement (the “**Secured Obligations**”), the Pledgor hereby unconditionally pledges and grants to Pledgee a continuing first priority security interest (the “**Security Interest**”) and fixed charge (the “**Fixed Charge**”), in all of Pledgor’s right, title and interest in, to and under all of the Assigned Assets, as such Assigned Assets are identified and described in Exhibit A attached hereto, and in addition, a floating charge over all proceeds thereof (such as, by way of description, but not of limitation, license royalties and proceeds of infringement suits) the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the “**Collateral**”).
3. Maintenance of Collateral. Pledgor shall at all times take all reasonable action to maintain the Collateral in full force and effect, including (i) paying any maintenance fees required to maintain the effectiveness of the Collateral, (ii) taking all necessary steps to protect the confidentiality of any of the trade secrets that constitute the Collateral, including, without limitation, the source code constituting the Software Assets, (iii) diligently pursuing the prosecution of any pending patent applications that constitute the Collateral, and (iv) refraining from taking any action (failing to take any action), that would invalidate any of the Intellectual Property comprising the Collateral or otherwise render it unenforceable.
4. Covenants, Representations and Warranties. The Pledgor hereby represents, warrants and undertakes that:
  - 4.1. Pledgor shall not grant any further fixed, floating or any other security interest in the Collateral, or any other right that may hinder or restrict Pledgee’s Security Interest, Fixed Charge and Lien, until the Consideration has been paid in full. To remove any doubt it is hereby clarified that nothing in this Agreement shall hinder, in any manner, Pledgor’s right to grant non-exclusive licenses to the Assigned Assets in the ordinary course of Pledgor’s business.
  - 4.2. Pledgor shall not assign or transfer any right of ownership, or grant an exclusive license in and to the Collateral or any portion thereof to any third party until such time as the Consideration is

paid in full, without the prior written consent of Pledgee, such consent not to be unreasonably withheld, delayed or conditioned;

4.3. Pledgor has the complete power and authority to create the Security Interest and Fixed Charge over the Collateral, in accordance with the provisions hereof.

5. Default and Realization of the Fixed Charge.

5.1. Pledgee shall be entitled to realize the Fixed Charge (in accordance with the provisions contained herein) and shall be entitled to exercise all rights under this Agreement and pursuant to its Security Interest to immediately take possession of and to foreclose on the Collateral in the event that Pledgor fails to timely pay any amounts due to Pledgee under the Assignment Agreement or fails to timely perform any obligation under this Agreement or the Assignment Agreement or any Secured Obligation (each such event a “Default”), and fails to cure such Default within thirty (30) days of the occurrence of any such Default. In such event, title in the Collateral shall be deemed to immediately and automatically pass from the Pledgor to the Pledgee.

5.2. In the event of Default, Pledgee shall have all rights under the laws of the State of New York to take possession of and foreclose on the Collateral, including, without limitation on the foregoing, all rights to: (i) sell the Collateral or any part thereof or any interest therein at public or private sale, for cash or any other consideration Pledgee deems appropriate, negotiate, assign, transfer and deliver to the purchasers thereof the Collateral and title thereto free from any claim or right on the part of the Pledgor (and Pledgor hereby waives, to the extent permitted by applicable law, all rights of redemption and/or stay which the Pledgor now has or may have in the future), (ii) obtain specific performance by the Pledgor of any undertaking or covenant by Pledgor herein, and/or (iii) without notice to the Pledgor, proceed by suit or in equity to foreclose this Agreement and sell the Collateral or any portion thereof pursuant to judgment or decree of a court or courts having jurisdiction.

5.3. In the event the proceeds of sale of the Collateral are not sufficient to satisfy the payment of the Consideration the Pledgee may proceed against Pledgor directly for any deficiency, up to the amount of the Consideration. Pledgor waives any right to require Pledgee to proceed against any person other than the Pledgor prior to proceeding against the Collateral.

6. Enforcement.

6.1. Power of Attorney. Pledgor hereby irrevocably appoints Pledgee as its true and lawful attorney with full power of substitution, upon Pledgor’s inability or failure to do so, to act in the name of and at the expense of the Pledgor to secure the rights of Pledgee against third parties, effective upon such time as Pledgee has a right to realize the Fixed Charge and foreclose on the Collateral pursuant to Section 5 above, in order to do any act, including without limitation, to sign in the name of the Pledgor any and all documents as may, in the opinion of Pledgee, be necessary, in order to secure the rights of Pledgee against third parties, *provided* that no such action will be taken without notifying Pledgor in writing prior to the taking of such action.

6.2. Additional Costs Relating to the Realization of the Fixed Charge. Without derogating from the above, the Pledgor alone shall be responsible for the reasonable costs, charges and expenses (including reasonable attorney’s fees), incurred by Pledgee in enforcing its rights and remedies hereunder. Such costs, charges and expenses shall be recoverable from the Pledgor as part of the Secured Obligations.

7. Registration of Fixed Charge. Upon the written instruction and direction received from the Pledgee to do so, the Pledgor hereby agrees and undertakes that it will promptly prepare and file at Pledgor’s own cost and expense all requisite documents with the Israeli Registrar of Companies in order to register a security interest over the Collateral under the laws of Israel (the “Lien”). The parties hereto agree that Pledgor’s failure to properly file requisite documents which create a Lien in Israel or under Israeli law shall have no effect on Pledgee’s security interest and lien on the Collateral under the laws of the United States or any state, subdivision or jurisdiction of or in the United States. The parties hereto agree that the Collateral is located in the United States and not in Israel. For the avoidance of doubt, nothing contained in this Section 7 shall in any way limit or restrict the Pledgee’s

right to register its security interest in the Collateral in other jurisdiction as set forth in the Assignment Agreement. Pledgor agrees and understands that Pledgee shall file UCC and USPTO financing statements or their equivalent in any jurisdiction the Collateral resides or amendments thereto without the signature of the Pledgor with respect to any of the Collateral, *provided, however*, that simultaneously with any such filing Pledgee shall inform Pledgor in writing of any such filing and attach to such notice a copy of such filing. Pledgee shall at all times retain all rights to enforce the Security Interest and Fixed Charge created under this Agreement in any and all jurisdictions, whether in the United States or elsewhere, simultaneously or in any order which Pledgee in its sole and exclusive discretion determines.

8. Registration of Security Interest. Pledgor shall also cooperate with the Pledgee in maintaining the Pledgee's Security Interest, by cooperating with the Pledgee in the following manner, as reasonably requested by the Pledgee from time to time: (i) executing UCC and USPTO financing statements or their equivalent in any jurisdiction the Collateral resides and any other documentation necessary to perfect the Security Interest, whenever and wherever the Pledgee deems reasonably necessary and at Pledgee's expense; (ii) doing, making, executing and delivering all such additional acts, deeds, assurance and instruments as the Pledgee may reasonably require to completely vest in and assure to the Pledgee its rights hereunder in and to the Collateral and the proceeds thereof, and (iii) promptly notify Pledgee of any attachment or other legal process levied against any part of the Collateral and any information received by the Pledgor relative to the Collateral, which may materially and adversely affect the value of the Collateral as a whole, or the rights and remedies of the Pledgee in respect thereto.

9. Termination and Removal of the Security Interest, Fixed Charge and Lien. The Security Interest, Fixed Charge and Lien shall terminate upon receipt by Pledgee of payment in cash or immediately available funds of the entire amount of the Consideration. Upon the termination of the Security Interest, Fixed Charge and Lien as aforesaid, Pledgor shall be entitled to take any and all steps as may be required in order to remove the registration of the Security Interest, Fixed Charge and the Lien from the records of any authority with which said Security Interest, Fixed Charge and/or Lien have been registered, subject to applicable law.

10. *Deleted*

11. Miscellaneous.

11.1. Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, USA without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of the substantive laws of any other jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of New York, State of NY, USA as the exclusive venue for the purposes of any action arising out of this Agreement or any transaction contemplated hereby. In the event the state and federal courts of New York, NY refuse to hear a case brought under this Agreement, the parties agree that the case will be exclusively heard in the state or federal courts of New Castle County, the State of Delaware, USA. Each of the parties also consents to the jurisdiction of any U.S. federal or State court of competent jurisdiction for any action in rem foreclosing on the Collateral. Each of the parties waives any claim that such a forum is inconvenient or that adjudication of such a claim should be heard in any other forum or venue.

11.2. Successors and Assigns. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

11.3. Amendment; Waiver. Any term of this Agreement may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the Pledgor and Pledgee. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or

thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

11.4. Entire Agreement; Severability. This Agreement and the Assignment Agreement constitute the full and entire understanding and agreement among the parties with regard to the subject matters hereof and thereof. This Agreement and the Assignment Agreement are intended to complement each other, however in the event of any direct contradiction between the provisions of this Agreement and the Assignment Agreement with regard to the subject matter contained herein, the terms of this Agreement shall prevail. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. In the event of a conflict between the English version of this Agreement and a Hebrew translation filed in the State of Israel, the interpretation of the English version shall control.

11.5. Counterparts; Headings. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

11.6. Expenses. All costs, charges and expenses associated with the removal of the Fixed Charge shall be borne by Pledgor.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the date first above written.

**Mobile Research Labs Ltd.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Mediaguide, Inc.**

By:  \_\_\_\_\_

Name: STEVEN A. RUBIN

Title: CEO

## EXHIBIT A

### Definition of Collateral

All of the following assets constitute "Collateral" under the Security and Fixed Charge Agreement to which this Exhibit A is attached:

1. Definitions. For the purpose of this Exhibit A and the Security and Fixed Charge Agreement to which it is attached:
  - 1.1. "Assigned Assets" means all of the the property listed in this Exhibit A;
  - 1.2. "Collateral" means the Software Assets, any trade secret or copyright embodied therein and the Patents constituting the Assigned Assets.
  - 1.3. "Software Assets" means all computer software programs, including all source code, object code, runtime or compile time libraries and any other documentation or other files related thereto necessary in order to independently compile, link, load and execute such programs, developed by or for or otherwise used by Pledgee prior to the date of this Agreement including any and all derivative works created therefrom but excluding any commercially available software products.

2. Hereunder is a list of the Assigned Assets:

1. MG Patents:

MG-4 US 11/322,706 Method and Apparatus for automatic detection and identification of a broadcast audio or video programming signal

MG-2\_371 US 10/598,283 Method and Apparatus for automatic detection and identification of a broadcast audio or video programming signal

MG\_2\_371 EPO 05723101.1; EPO 1730105 Method And Apparatus For Automatic Detection And Identification Of Broadcast Audio Or Video Programming Signal

MG\_2\_371 Mexico PA/a/2006/009614; 277693 Method And Apparatus For Automatic Detection And Identification Of Broadcast Audio Or Video Programming Signal

MG-101EP EPO 06839880.9; WO2006US60891 Method And Apparatus For Automatic Detection And Identification Of Unidentified Broadcast Audio Or Video Signals

MG-101CA Canada 2,629,907 Method And Apparatus For Automatic Detection And Identification Of Unidentified Broadcast Audio Or Video Signals

US 6,338,037 Audio Signal Identification Using Code Labels Inserted In The Audio Signal

2. Source code, object code comprising the following computer programs and any copyright or trade secrets embodied therein:

- SoundStage
  - Discriminator
  - Harvester
  - Pattern Matcher (Core Mg tech)
  - Fingerprint Generator
  - Watermark Generator
  - Watermark Decoder
3. Super Micro Servers used for TV monitoring
  4. AudioScience TV tuner cards
  5. Ceton TV tuner cards
  6. Slingbox
  7. Google TV Logitech System
  8. 10 Workstations with monitors
  9. 1 x 42" Plasma TV with Logitech camera/microphone
  14. Database hardware
  10. Assignment of MG collocation agreements for Atlanta, Boston, Dallas, Denver, Miami, Philadelphia, San Francisco , and Washington DC.
  11. Assignment of MG data network services and cable television agreements in above-referenced collocation sites.
  12. Current Customer Contracts:
    - a. MRL
    - b. Shazam
    - c. MediaInsite
    - d. Catch Media
    - e. Sonic Arts (MediaGuide holdings' licensee)
    - f. 6Telecom
    - g. Mediaguide South Africa



thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

11.4. Entire Agreement; Severability. This Agreement and the Assignment Agreement constitute the full and entire understanding and agreement among the parties with regard to the subject matters hereof and thereof. This Agreement and the Assignment Agreement are intended to complement each other, however in the event of any direct contradiction between the provisions of this Agreement and the Assignment Agreement with regard to the subject matter contained herein, the terms of this Agreement shall prevail. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. In the event of a conflict between the English version of this Agreement and a Hebrew translation filed in the State of Israel, the interpretation of the English version shall control.

11.5. Counterparts; Headings. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

11.6. Expenses. All costs, charges and expenses associated with the removal of the Fixed Charge shall be borne by Plodgor.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Mobile Research Labs Ltd.

Mediaguide, Inc.

By:

*Dave Spring*

By:

Name:

Name:

Title:

CEO

Title: