

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
iBiquity Digital Corporation	03/03/2008
RECEIVING PARTY DATA	
Name:	Merrill Lynch Credit Products, LLC
Street Address:	101 S Tryon Street, 14th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13165325
Application Number:	13187597
Application Number:	13189659
Application Number:	61556428
Application Number:	12923780
CORRESPONDENCE DATA	
Fax Number:	(202)626-1700
Phone:	2028793825
Email:	dhpearson@jonesday.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:	Douglas H. Pearson
Address Line 1:	222 East 41st Street
Address Line 2:	c/o Jones Day
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	708034-605022

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NAME OF SUBMITTER:

Douglas H. Pearson

Total Attachments: 5

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## PATENT SECURITY AGREEMENT SUPPLEMENT

THIS PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of March 3, 2008 by and between MERRILL LYNCH CREDIT PRODUCTS, LLC, as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement) (the "Collateral Agent"), and iBIQUITY DIGITAL CORPORATION (the "Borrower").

### RECITALS

WHEREAS, Borrower, Lenders and the Collateral Agent entered into a certain Credit Agreement dated as of December 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which each Lender agreed to lend to Borrower up to Fifty Million Dollars (\$50,000,000) to be evidenced by Borrower's issuance to each Lender of certain senior secured promissory notes. As a condition of the loans, each Lender required that Borrower grant to the Collateral Agent, for the benefit of the Lenders a security interest in certain patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrower has granted to the Collateral Agent for the benefit of the Lenders, a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

WHEREAS, the Borrower and the Collateral Agent have entered into a Patent Security Agreement dated as of December 1, 2006, recorded at the United States Patent and Trademark office at Reel 018606 Frame 0578 (the "Base Patent Security Agreement") and wish to supplement the schedule thereto with additional pledged collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Borrower grants and pledges to the Collateral Agent, as agent for the benefit of the Collateral Agent and each Lender, a security interest in all of Borrower's right, title and interest in, to and under its Patents (as defined in the Credit Agreement), including without limitation those Patents listed on Exhibit A hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way 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 security interest granted hereby is in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit

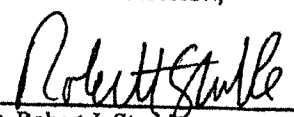
Agreement), and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies provided for in the Base Patent Security Agreement, this Patent Security Agreement Supplement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent and the Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibit A attached hereto sets forth any and all Patents which Borrower has registered or filed an application for the United States Patent and Trademark Office that have not been previously set forth in Exhibit A to the Base Patent Security Agreement.

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**IBIQUITY DIGITAL CORPORATION,**  
as Borrower

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

  
Name: Robert J. Struble  
Title: President and CEO

**MERRILL LYNCH CREDIT PRODUCTS, LLC,**  
as Collateral Agent

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

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

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

*[Patent Security Agreement Supplement Signature Page]*

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

IBIQUITY DIGITAL CORPORATION,  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

MERRILL LYNCH CREDIT PRODUCTS,  
LLC,  
as Collateral Agent

By: *Michael Lee*  
Name: *Michael Lee*  
Title: *Vice President*

[Patent Security Agreement Supplement Signature Page]

## EXHIBIT A

Supplement to add applications filed between May 2, 2011, and June 1, 2012.

### U.S. PATENT APPLICATIONS

13/165,325	6/21/11	Method and Apparatus For Implementing Signal Quality Metrics And Antenna Diversity Switching Control
13/187,597	7/21/11	Method and Apparatus For Store and Replay Functions In A Digital Radio Broadcasting Receiver
13/189,659	7/25/11	FM Analog Demodulator Compatible With IBOC Signals
61/556,428	11/7/11	Maximum Ratio Combining
12/923,780	2/6/12	Systems and methods for a multiport synchronous-asynchronous client for scheduling and delivering content for digital radio broadcast transmission ("MSAC")