### 501962013 06/20/2012

#### 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
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: 2

Property Type	Number	
Application Number:	13367003	
Application Number:	13401201	

#### CORRESPONDENCE DATA

Fax Number: (202)626-1700 Phone: 2028793825

Email: dhpearson@jonesday.com

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

Mail.

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
NAME OF SUBMITTER:	Douglas H. Pearson

#### Total Attachments: 5

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PATENT REEL: 028414 FRAME: 0391 0.00 1336/003

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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

PATENT REEL: 028414 FRAME: 0392 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.

mid	UITY DIGITAL CORPORATION.
	orrower
	1/1 11C+ 10
Ву:	Court XIME
	Name: Robert J. Struble
	Title: President and CEO
Meri as Co	RILL LYNCH CREDIT PRODUCTS, LLC, llateral Agent
Ву:	
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.

By:

Name:
Title:

MERRILL LYNCH CREDIT PRODUCTS,
LLC,
as Collateral Agent

By:

Name:
michael hee
Title: Vice President

[Patent Security Agreement Supplement Signature Page]

PATENT REEL: 028414 FRAME: 0395

# EXHIBIT A

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

# **U.S. PATENT APPLICATIONS**

13/367,003	2/6/12	Systems and methods for a multiport synchronous-asynchronous client for scheduling and delivering content for digital radio broadcast transmission
13/401,201	2/21/12	Systems and methods for transmitting media content via digital radio broadcast transmission for synchronized rendering by a receiver.

PATENT REEL: 028414 FRAME: 0396

**RECORDED: 06/20/2012**