

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
AMERICA'S COLLECTIBLES NETWORK, INC.	06/27/2012
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	909 Wright's Summit Parkway
Internal Address:	Suite 310
City:	Fort Wright
State/Country:	KENTUCKY
Postal Code:	41011
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8069094
Patent Number:	7942276
Application Number:	13081088
Application Number:	11465841
CORRESPONDENCE DATA	
Fax Number:	5136516981
Phone:	513-651-6800
Email:	lmoore@fbtlaw.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:	Frost Brown Todd LLC
Address Line 1:	301 East Fourth Street
Address Line 2:	3300 Great American Tower
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	1030997/0595509

502004403

PATENT
 REEL: 028653 FRAME: 0778

OP \$160.00 8069094

NAME OF SUBMITTER:

Loretta E. Moore

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2012, is made by AMERICA'S COLLECTIBLES NETWORK, INC. ("Debtor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Secured Party").

RECITALS

A. The Debtor, the other Borrowers party thereto, the Lenders party thereto, and the Secured Party are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Debtor, and the Debtor has granted to the Secured Party for the benefit of the Lenders, security interests in (among other assets) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Credit Agreement, Debtor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's security interests in the patents and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees in favor of the Secured Party, for the benefit of the Lenders, as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) "Patents" means patents and patent applications, including, (i) the patents and patent applications listed on Schedule I hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

(b) "PTO" means the United States Patent and Trademark Office.

2. **GRANT OF SECURITY INTEREST.** Debtor hereby grants to Secured Party, for the benefit of the Lenders, a continuing security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

Debtor represents and warrants to the Secured Party and each Lender that a true and correct list of all of the existing Patent Collateral consisting of U.S. patents and patent applications or registrations owned by any Borrower, in whole or in part, is set forth on the attached Schedule I.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Lien created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrowers, Debtor, or any of them, to Secured Party, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Debtor.

4. SUPPLEMENT TO CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party, for the benefit of the Lenders, pursuant to the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AFTER-ACQUIRED COLLATERAL. If Debtor shall obtain rights to any additional patents or patent applications, or to any reissue, division, or continuation of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt written notice to Secured Party with respect to any such new patent rights, and Secured Party may modify Schedule I hereto to include any new patent rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

7. CHOICE OF LAW; JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio, without regard to conflicts of law principles. Any judicial proceeding brought by or against Debtor with respect hereto or any related agreement may be brought in any court of competent jurisdiction in the County of Hamilton, State of Ohio, United States of America, and, by execution and delivery of this Agreement, Debtor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive

jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Debtor at its principal address and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party or any Lender to bring proceedings against Debtor in the courts of any other jurisdiction. Debtor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Debtor waives the right to remove any judicial proceeding brought against Debtor in any state court to any federal court. Any judicial proceeding by Debtor against Secured Party or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Hamilton, State of Ohio.

8. ENTIRE AGREEMENT; AMENDMENT. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Credit Agreement.

9. SEVERABILITY. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

11. TERMINATION. This Agreement shall remain in effect until all Obligations have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated.

12. JURY TRIAL WAIVER. *The parties each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Other Documents, the Obligations, or the*

Patent Collateral, or any actual or proposed transaction or other matter contemplated in or relating to the foregoing.

[Signature Pages Follow]

[Signature Page to Patent Security Agreement]

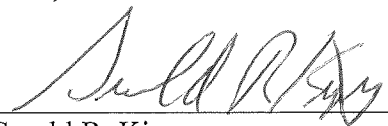
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

AMERICA'S COLLECTIBLES NETWORK, INC.,

By: Timothy B. Matthews
Timothy B. Matthews
Authorized Signatory

[Signature Page to Patent Security Agreement]

PNC BANK, NATIONAL ASSOCIATION,

By: 
Gerald R. Kirpes
Senior Vice President

Schedule I
Patent Collateral

Patents

<u>Holder</u>	<u>Title</u>	<u>Nature of Interest</u>	<u>Registered Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>
America's Collectibles Network, Inc.	COMPUTER GENERATED BROADCAST VIDEO STREAM FOR MULTIPLE PRODUCT SALE DISPLAY	Assignee	US 8,069,094 B2	11/29/2011	U.S.
America's Collectibles Network, Inc.	ROTATABLE ARTICLE DISPLAY DEVICE AND METHOD FOR USE	Assignee	US 7,942,276 B2	5/17/2011	U.S.

Patent Applications

<u>Holder</u>	<u>Title</u>	<u>Nature of Interest</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Country of Application</u>
America's Collectibles Network, Inc.	Rotatable Article Display Device and Method	Assignee	13/081,088	4/6/2011	U.S.
Multimedia Commerce Group, Inc.	Computer System	Assignee	11/465,841	8/21/2006	U.S.

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