

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
National Entertainment Network, LLC	09/24/2012
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza -- MD 10908F
Internal Address:	Structured Finance Group Attn: Brooke A. Balcom, Vice President
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7083036
Patent Number:	6986416
Patent Number:	7637507
CORRESPONDENCE DATA	
Fax Number:	2025339099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-467-8856
Email:	behogue@vorys.com
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS
Address Line 2:	Attn: Richard S. Donnell, Esq.
Address Line 4:	Columbus, OHIO 43216
ATTORNEY DOCKET NUMBER:	05252-887/0769/NENASSIGN
NAME OF SUBMITTER:	Richard S. Donnell

CH \$120.00 7083036

Total Attachments: 11

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A FIFTH THIRD BANCORP BANK**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this “Agreement”), dated as of September 24, 2012 (the “Effective Date”), is entered into by and between **NATIONAL ENTERTAINMENT NETWORK, LLC**, a Delaware limited liability company, and successor by conversion to National Entertainment Network, Inc., a Delaware corporation, whose principal place of business and mailing address is 325 Interlocken Boulevard, Building B, Broomfield, Colorado 80021 (“Debtor”), and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) (“Agent”). Debtor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and a Lien on, all of the Patent Collateral (as defined in Section 2 of this Agreement). Debtor and Agent hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of all of the Obligations, as that term is defined in the Credit Agreement dated of even date herewith by and among Debtor, the Lenders party thereto, Fifth Third Bank, as Agent, LC Issuer, Joint Lead Arranger and Joint Bookrunner, and U.S. Bank National Association, as Syndication Agent, Joint Lead Arranger and Joint Bookrunner, as the same may be amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”).

2. PATENT COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Patent Collateral”) comprises collectively (whether now owned or hereafter acquired): (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents and patent applications listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Patents”); (b) all reissues, re-exams, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Patents, including damages and payments for past or future infringements of any and all Patents; (d) all rights to sue for past, present and future infringements of any and all Patents; (e) all rights corresponding to each of the Patents throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses (as defined in Section 4(a)) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Patent License Rights”) and (g) all books, records, cash and non-cash proceeds of any and all of the foregoing.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, “Uniform Commercial Code” means the Uniform Commercial

Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. As used in this Agreement, "Secured Creditors" means, collectively, Agent, each Lender and the LC Issuer.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Patents (a "Patent License") without the prior written consent of Agent, which consent may be granted or withheld by Agent in its sole discretion unless (i) such Patent License is reasonably necessary or appropriate in the ordinary course of Debtor's business and is non exclusive and (ii) no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion).

(b) If an Event of Default has occurred and is continuing, Agent shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Patent License that is terminable on notice by Debtor, notice terminating the Patent License.

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to make Loans and other Credit Extensions pursuant to the Loan Documents, Debtor represents to the Secured Creditors that the following statements are, as of the Effective Date and as of the date that each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is, and as to any property which at any time forms a part of the Patent Collateral, shall be, the owner of each and every item of the Patent Collateral, or otherwise has the right to grant a security interest in the Patent Collateral, in each case free from any Lien or license except (i) for the security interests hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all Patents and Patent License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Patent is subsisting and enforceable and has not been adjudged invalid, unpatentable, or unenforceable, in whole or in part;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Patent Collateral except as expressly permitted by Section 4(a) or as otherwise disclosed on Schedule I;

(e) The Patent License Rights are in full force and effect. Debtor is not in default under any of the Patent License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Patent License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of the Secured Creditors rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Payment in Full of the Obligations and this Agreement is terminated in accordance with Section 9(j):

(a) Debtor will furnish to Agent upon Agent's request a current list of the Patent Collateral for the purpose of identifying the Patent Collateral, including any licensing of Patent Collateral, and all other information in connection with the Patent Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall reasonably require for the purpose of confirming and perfecting Agent's security interest in any or all of the Patent Collateral;

(b) Should Debtor obtain an ownership interest in any Patent License Rights or Patents which is not now identified in Schedule I: (i) Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Patent License Rights and Patents acquired or obtained, and (iii) each of such Patent License Rights and Patents shall automatically become part of the Patent Collateral under this Section 6(b). Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Patents and Patent License Rights which become part of the Patent Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court: (i) to maintain and pursue any patent application now or in the future included in the Patent Collateral and (ii) to maintain each patent now or in the future included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications; the filing of applications for reissue, renewal or extensions; the payment of maintenance fees, and the participation in reexamination, opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other Patent and patent application to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor.;

(d) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Patent Collateral except as expressly permitted by this Agreement or the Credit Agreement; or (ii) create or suffer to exist any Liens on, or with respect to, any of the Patent Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by this Agreement or the Credit Agreement; or (iii) take any other action in connection with any of the items of Patent Collateral that could reasonably be expected to have a Material Adverse Effect;

(e) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of a Patent in its business, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect; and

(f) Debtor will pay all expenses and Attorneys' Fees incurred by Agent or the Secured Creditors in the exercise (including enforcement) of any of the Secured Creditors' rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Patent Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Agent its true and lawful attorney in fact to act with respect to the Patent Collateral in any transaction, legal proceeding, or other matter in which Agent is acting pursuant to this Agreement. Debtor specifically authorizes Agent as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Patent Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Patent Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Patent Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Patent Collateral in Agent's name (or the name of any nominee), or (iii) otherwise to enforce the rights of the Secured Creditors with respect to any of the Patent Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until this Agreement is terminated in accordance with Section 9(j) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Agent may, at Agent's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Patent Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Patent Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring

Debtor to assemble all or any part of the documents embodying the Patent Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (iii) licensing the Patent Collateral or any part thereof, or assigning its rights to the Patent License Rights to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Patent Licenses or otherwise in respect of the Patent Collateral; and (iv) selling the Patent Collateral at public or private sale, and Debtor will, after the Payment in Full of all Obligations, be credited with the net proceeds of such sale, only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Patent Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Patent Collateral following the occurrence and during the continuance of such Event of Default, Debtor will supply to Agent or its designee Debtor's (A) proprietary information relating to the manufacture and sale of products or the provision of services relating to any Patent Collateral subject to such disposition and (B) customer lists and other records relating to such Patent Collateral and to the distribution of such products and services. Further, if an Event of Default occurs and is continuing, then, in any such event Agent may, at Agent's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce the Secured Creditors' rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Patent Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Patent Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. The Secured Creditors may proceed to protect and enforce their rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of the Secured Creditors to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Patent Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Patent Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Patent Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Patent Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of the Secured Creditors shall inure to the benefit of their successors, assigns and affiliates, and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that: (i) describe the Patent Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Patent Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Patent Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and

conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Patent Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the Security Agreement or the Secured Creditors' rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(g) AGENT, EACH SECURED CREDITOR AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by the Secured Creditors does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(i) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to the Secured Creditors; therefore, Debtor agrees that the Secured Creditors, if the Secured Creditors so request, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(j) This Agreement will terminate upon the Payment in Full of the Obligations. Upon such Termination, Agent will, upon Debtor's request and at Debtor's reasonable expense, execute and deliver to Debtor a release of its Liens on the Patent Collateral granted pursuant to this Agreement or similar instrument of re-conveyance prepared by Agent and deliver UCC termination statements with respect to its Liens on the Patent Collateral granted pursuant to this Agreement.

(k) As between the Lenders, the LC Issuer and Agent, (i) Agent will hold all items of the Patent Collateral at any time received under this Agreement in accordance with the terms of this Agreement, the Credit Agreement and the other Loan Documents and (ii) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledges and agrees that (A) the obligations of Agent as holder of the Patent Collateral and any interests therein and with respect to any disposition of any of the Patent Collateral or any interests therein are only those obligations expressly set forth in this Agreement, the Credit Agreement and the other Loan Documents and (B) this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by

Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement, the Credit Agreement and the other Loan Documents. As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**NATIONAL ENTERTAINMENT NETWORK,
LLC**

By: 
Richard Gerhardt, Secretary

FIFTH THIRD BANK, as Agent

By: _____
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

PATENT
REEL: 029141 FRAME: 0125

IN WITNESS WHEREOF, Agent and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**NATIONAL ENTERTAINMENT NETWORK,
LLC**

By: _____
Richard Gerhardt, Secretary

FIFTH THIRD BANK, as Agent

By: Brooke A. Balcom
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT

PATENT
REEL: 029141 FRAME: 0126

SCHEDULE I

Patents

TITLE	APP. NO. / FILING DATE	PAT. NO. / FILING DATE	RECORD OWNER
Apparatus and Method for Securely Monitoring the Sales Transactions of Bulk Vending Machines	10/458576 6/9/2003	7083036 8/1/2006	National Entertainment Network, LLC
Bulk Vending Machine Sales Monitoring Apparatus and Method	10/683514 10/9/2003	6986416 1/17/2006	National Entertainment Network, LLC
Skill Cranes and Other Amusement Vending Machines Having Visual Targeting Systems	11/282412 11/18/2005	7637507 12/29/2009	National Entertainment Network, LLC

Patent Licenses

None.