

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polnet Communications, Ltd.		09/11/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 North River Road		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2246754	POLSKIE RADIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)627-2302		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3126272592		
<b>Email:</b>	tmorella@dykema.com, ipmail@dykema.com		
<b>Correspondent Name:</b>	Timothy M. Morella		
<b>Address Line 1:</b>	Ten South Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-7453		
<b>ATTORNEY DOCKET NUMBER:</b>	097149.0002		
<b>NAME OF SUBMITTER:</b>	Timothy M. Morella		
<b>Signature:</b>	/Timothy M. Morella/		
<b>Date:</b>	09/12/2007		

**CH \$40.00 2246754**

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 11, 2007, by Polnet Communications, Ltd., an Illinois corporation (the "Grantor"), in favor of MB Financial Bank, N.A. ("Bank").

### RECITALS

A. The Grantor has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make a loan to Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Bank pursuant to which certain obligations owed to the Bank are secured.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Bank a security interest in all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement and the Note and other Loan Documents referred to therein.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POLNET COMMUNICATIONS, LTD.

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

Acknowledged:

MB FINANCIAL BANK, N.A.

By: TBJ  
Title: COMMERCIAL BANKING OFFICER

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POLNET COMMUNICATIONS, LTD.

By: Walt KCO  
Title: PRESIDENT

Acknowledged:

MB FINANCIAL BANK, N.A.

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

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Polskie Radio	75/099,726	2,246,754	April 23, 1996	May 18, 1999