

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Take Anywhere Technologies, Inc.		07/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78966216	PLAY FRIEND	
Serial Number:	78966210	PLAY FRIEND	
Serial Number:	78966207	PLAY FRIEND	
Serial Number:	78966205	PLAY FRIEND	
Serial Number:	78966197	TAKE ANYWHERE	
Serial Number:	78966195	TAKE ANYWHERE	
Serial Number:	78966191	TAKE ANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(212)940-8986		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 940-8800		
Email:	cheryl.blum@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenman LLP		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	213879-00174
NAME OF SUBMITTER:	Cheryl Blum
Signature:	/Cheryl Blum/
Date:	08/06/2010
Total Attachments: 2 source=Take Anywhere Trademark Security Agreement#page1.tif source=Take Anywhere Trademark Security Agreement#page2.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of July 9th 2010, is made between Take Anywhere Technologies, Inc., a Delaware corporation, having a place of business at 309-311 Plus Park Blvd., Nashville, Tennessee 37217 (the "Grantor") and Bank of America, N.A., a national banking association, as Administrative Agent, having a place of business 100 North Tryon Street, Charlotte, North Carolina 28255 (the "Secured Party");

WHEREAS, Grantor is the owner of the trademarks applications and registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Grantor is obligated to Secured Party under the terms of a certain Guaranty and Collateral Agreement dated as of December 29, 2006 (the "Security Agreement");

NOW THEREFORE, pursuant to the Security Agreement and in order to induce the Secured Party to enter into the Security Agreement, Grantor does hereby grant Secured Party a security interest in all Grantor's right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

Grantor does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks this 9th day of July, 2010.

Take Anywhere Technologies, Inc.

By: _____

Name: Bruce Mitchell

Title: Senior Vice President, General Counsel

SCHEDULE A

TRADEMARKS

PLAY FRIEND	78/966,216	09/01/2006	9
PLAY FRIEND	78/966,210	09/01/2006	35
PLAY FRIEND	78/966,207	09/01/2006	38,39
PLAY FRIEND	78/966,205	09/01/2006	42,45
TAKE ANYWHERE	78/966,197	09/01/2006	35
TAKE ANYWHERE	78/966,195	09/01/2006	38,39
TAKE ANYWHERE	78/966,191	09/01/2006	42,45

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