

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
InSync Media Group, LLC		11/24/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	NEW YORK		
Postal Code:	06903		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2207269	INSYNC	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	600513		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	12/07/2010		

CH \$40.00 2207269

Total Attachments: 4

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **INSYNC MEDIA GROUP, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Lender**") are parties to a Security Agreement, dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06903.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first above written.

INSYNC MEDIA GROUP, LLC

By: _____

Name: Adam I. Sandow

Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of November 24, 2010

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date</u>
INSYNC	2,207,269 / 75408749	12/01/1998

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

InSync Media Group, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware LLC

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 24, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Name: Webster Bank, National Association

Internal Address: _____

Street Address: 185 Asylum Street

City: Hartford

State: New York

Country: USA Zip: 06903

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Patricia M. Del Rio

Internal Address: _____

Street Address: c/o Emmet, Marvin & Martin, LLP,
120 Broadway, 32nd Floor

City: New York

State: New York Zip: 10271

Phone Number: 212-238-3214

Fax Number: 212-238-3100

Email Address: pdelrio@emmetmarvin.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

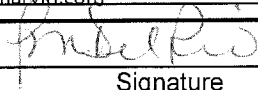
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

12/06/2010

Date

Patricia M. Del Rio

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 12/07/2010

REEL: 004427 FRAME: 0193