

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
MEDIA RECOVERY, INC.		02/24/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	BOFK, NA dba Bank of Texas
Street Address:	5956 Sherry Lane
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3301540	COLDMARK
Registration Number:	3301541	WARM MARK
Registration Number:	3427703	STARTMANAGER
Registration Number:	3778444	DATACENTERTRAK
Registration Number:	3420472	SHOCKWATCH USAGE MANAGER
Registration Number:	3420473	SHOCKWATCH IMPACT MANAGER
Registration Number:	3379401	EQUIPMANAGER
Registration Number:	2652487	HEATWATCH
Registration Number:	2124195	DATARANGER
Registration Number:	1796896	HEAT WATCH

CORRESPONDENCE DATA

Fax Number: (214)954-6868
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900185874

**TRADEMARK
 REEL: 004493 FRAME: 0008**

OP \$265.00 3301540

Phone: 214-954-6800
Email: emcqueen@mcsllaw.com
Correspondent Name: Ed McQueen
Address Line 1: 2501 N. Harwood
Address Line 2: Suite 1800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	0276-0398
NAME OF SUBMITTER:	Zeb Fish
Signature:	/Zeb Fish/
Date:	03/08/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this February 24, 2011, by MEDIA RECOVERY, INC., a Nevada corporation ("Debtor"), in favor of BOFK, NA dba Bank of Texas ("Lender").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between, among others, Debtor and Lender, Lender is willing to make certain financial accommodations available to Debtor pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Debtor as provided for in the Credit Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Lender that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement Debtor has granted to Lender a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, Marks, business marks, brand names, trade names, names, proprietary information, customer lists, designs, inventions, logos and slogans (collectively "Trademarks") and all licenses held by Debtor related to the Trademarks (the "Licenses") together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Lender this Trademark Security Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Lender a continuing first priority 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 "Trademark Collateral");

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Licenses; and

(e) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licenses.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all indebtedness, liabilities and obligations of Debtor to Lender, whether now existing or arising hereafter (the "Obligations"). Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor to Lender, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

MEDIA RECOVERY, INC.,
a Nevada corporation

By: David E. Chisum
David E. Chisum, Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

Mark	Country	Owner	Ser./Reg. No.
COLDMARK	U.S.	Media Recovery, Inc.	3,301,540
WARM MARK	U.S.	Media Recovery, Inc.	3,301,541
STARTMANAGER	U.S.	Media Recovery, Inc.	3,427,703
DATACENTERTRAK	U.S.	Media Recovery, Inc.	3,778,444
SHOCKWATCH USAGE MANAGER	U.S.	Media Recovery, Inc.	3,420,472
SHOCKWATCH IMPACT MANAGER	U.S.	Media Recovery, Inc.	3,420,473
EQUIPMANAGER	U.S.	Media Recovery, Inc.	3,379,401
HEATWATCH	U.S.	Media Recovery, Inc.	2,652,487
DATARANGER	U.S.	Media Recovery, Inc.	2,124,195
HEAT WATCH	U.S.	Media Recovery, Inc.	1,796,896