

**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>    |
| Dynavox Systems LLC              |   | 05/05/2005               | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |   |                          |                       |
| <b>Name:</b>                     | Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent |                          |                       |
| <b>Street Address:</b>           | 222 North LaSalle Street  |                          |                       |
| <b>City:</b>                     | Chicago   |                          |                       |
| <b>State/Country:</b>            | ILLINOIS  |                          |                       |
| <b>Postal Code:</b>              | 60601   |                          |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE   |                          |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |   |                          |                       |
| <b>Property Type</b>             | <b>Number</b>   | <b>Word Mark</b>         |                       |
| Serial Number:                   | 78484520  | DYNAVOX TECHNOLOGIES     |                       |
| Serial Number:                   | 78453801  | PALMTOP EXECUTIVE        |                       |
| Serial Number:                   | 78453799  | PALMTOP EXECUTIVE IMPACT |                       |
| Serial Number:                   | 78470107  | PROCLAIM!                |                       |
| <b>CORRESPONDENCE DATA</b>       |   |                          |                       |
| <b>Fax Number:</b>               | (866)459-2899   |                          |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>          |                          |                       |
| <b>Phone:</b>                    | 202-783-2700  |                          |                       |
| <b>Email:</b>                    | pagodoa@federalresearch.com   |                          |                       |
| <b>Correspondent Name:</b>       | CBC Companies dba Federal Research  |                          |                       |
| <b>Address Line 1:</b>           | 1030 Fifteenth Street, NW, Suite 920  |                          |                       |
| <b>Address Line 2:</b>           | attn: Penelope J.A. Agodoa  |                          |                       |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20005  |                          |                       |
| <b>NAME OF SUBMITTER:</b>        | Penelope J.A. Agodoa  |                          |                       |

CH \$115.00 78484520

**900024658**

**TRADEMARK  
 REEL: 003084 FRAME: 0032**

Signature:

/pja/

Date:

05/13/2005

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of May, 2005 by DYNAVOX SYSTEMS LLC, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates in its entirety that certain Credit Agreement dated as of May 13, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") by and among Grantor, Grantee and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, as security for the payment, performance and observance of Grantor's obligations under the Existing Credit Agreement Grantor executed and delivered that certain Security Agreement dated as of May 13, 2004 by and between Grantor and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Existing Credit Agreement;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Grantor has reaffirmed all of its grants and obligations under the Security Agreement pursuant to that certain Master Reaffirmation and Amendment to Financing Documents of even date herewith by and among Grantor, the other Credit Parties party thereto and Grantee, and agreed that the Security Agreement secures Grantor's obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to


as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and Proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DYNAVOX SYSTEMS LLC**, a Delaware limited liability company,

By:   
Name: Joe Neil Swenson  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DYNAVOX SYSTEMS LLC**, a Delaware limited liability company,

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

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: Clare Bailhe  
Name: Clare Bailhe  
Title: Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

| <u>Trademark Description</u> | <u>U.S. Registration No.</u> | <u>Date Registered</u> |
|------------------------------|------------------------------|------------------------|
|------------------------------|------------------------------|------------------------|

**None.**

**TRADEMARK APPLICATIONS**

| <u>Trademark Application<br/>Description</u> | <u>U.S. Application No.</u> | <u>Date Applied</u> |
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| DynaVox Technologies | 78/484,520 | 9/16/2004 |
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| PALMTOP EXECUTIVE | 78/453,801 | 7/21/2004 |
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| PALMTOP EXECUTIVE<br>IMPACT | 78/453,799 | 7/21/2004 |
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| PROCLAIM! | 78/470,107 | 8/19/2004 |
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