

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zio Corporation		07/31/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smartdisk Corporation		
Street Address:	12780 Westlinks Drive		
City:	Fort Meyers		
State/Country:	FLORIDA		
Postal Code:	33913		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78424170	CAMERAMATE	
Serial Number:	78426026	FONEMATE	
Serial Number:	78633585	GAMEMATE	
Serial Number:	78539061	SIMSAFE	
Serial Number:	78399618	PROPIX	
Serial Number:	76022640	ZIO	
CORRESPONDENCE DATA			
Fax Number:	(650)324-1808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6503258666		
Email:	trademarks@tzllp.com		
Correspondent Name:	Kelly Phair McCarthy		
Address Line 1:	200 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Kelly Phair McCarthy		

CH \$165.00 78424170

Signature:	/Kelly Phair McCarthy/
Date:	09/12/2005
Total Attachments: 6 source=Trademark Assignment doc#page1.tif source=Trademark Assignment doc#page2.tif source=Trademark Assignment doc#page3.tif source=Trademark Assignment doc#page4.tif source=Trademark Assignment doc#page5.tif source=Trademark Assignment doc#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into this 31st day of August, 2005, by and between **ZIO CORPORATION ("Zio")**, a corporation organized and existing under the laws of the state of Delaware, having its mailing address at 225 Charcot Avenue, San Jose, CA 95131 and **SMARTDISK CORPORATION ("SmartDisk")**, a corporation organized and existing under the laws of the state of Delaware, having its mailing address at 12780 Westlinks Drive, Fort Myers, Florida 33913-8019, and, unless expressly provided otherwise herein, shall be deemed effective for all purposes as of July 1, 2005.

W I T N E S S E T H

WHEREAS, Zio is the owner of certain trademark registrations and applications worldwide and certain trade names and marks; and

WHEREAS, Zio wishes to transfer and assign to SmartDisk all right, title, interest and goodwill in and pertaining to the specific trademarks, trademark applications, trade names, and marks presently owned by Zio.

A G R E E M E N T

NOW THEREFORE, the parties hereto agree as follows:

1. **Transfer of Assigned Rights**. Zio, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to SmartDisk all of Zio's worldwide right, title and interest in and to the trademarks, trademark applications, trade names, and marks identified in Exhibit A attached hereto, including, without limitation, all of Zio's foreign and common law rights relating thereto and all logos, trade names and other proprietary rights and goodwill associated therewith ("**Assigned Rights**").

2. Zio's Representations and Warranties.

(a) Zio hereby represents and warrants, subject to the disclosures in the Seller Disclosure Schedule, Section 3.14, that:

(i) Zio is the sole owner of the Assigned Rights, free and clear of any liens or other encumbrances;

(ii) There have been no challenges or disputes regarding Zio's ownership or use of the Assigned Rights and, to Zio's knowledge, no such challenge or dispute is threatened;

(iii) No consent or other authorization is required to be obtained in order to validly transfer Zio's right, title and interest in the Assigned Rights to SmartDisk; and

(iv) Zio has neither transferred nor caused to be transferred any right, title or interest in the Assigned Rights to any person or entity.

(b) Zio acknowledges and understands that SmartDisk is entering into this Agreement in reliance upon the representations and warranties of Zio herein.

3. Cooperation; Execution of Documents. Zio shall assist SmartDisk in complying with any formalities to transfer and protect the Assigned Rights under domestic and foreign law, and agrees to execute any and all documents reasonably requested by SmartDisk, including but not limited to applications to transfer or record transfer with appropriate authorities.

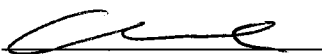
4. Miscellaneous. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be amended, and any of its provisions waived, only by an instrument in writing signed on behalf of each of the parties hereto. This

Agreement and the Asset Purchase Agreement between the parties hereto dated the date hereof (including the related Seller Disclosure Schedule) constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The parties acknowledge that they are acting on behalf of, and that this Agreement shall bind and benefit, the parties and their respective successors, assigns, parents, subsidiaries, affiliates and licensees throughout the world.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ZIO:

**ZIO CORPORATION,
a Delaware corporation**

By: 

Its: CEO

SMARTDISK:

**SMARTDISK CORPORATION,
a Delaware corporation**

By: _____

Its: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ZIO:

**ZIO CORPORATION,
a Delaware corporation**

By: _____

Its: _____

SMARTDISK:

**SMARTDISK CORPORATION,
a Delaware corporation**

By: M. A. Battaglia

Its: PRESIDENT & CEO

EXHIBIT A


JURISDICTION : UNITED STATES

TRADEMARKS AND TRADEMARK APPLICATIONS WITH THE US PTO

Mark		Serial #
CameraMate		78424170
FoneMate		78426026
GameMate		78633585
SimSafe		78539061
ProPix		78399618
ZiO!		76022640

TRADE NAMES

**Media Vault
ProPix Sound
ProPix Share
ProPix onTV
ProPix DVD
ProPix EVE
ProPix Address Manager
ProPix Address Manager Plus
ProPix Media Manager**

Signatories' Initials

Assignor / Assignee

