

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
Mayer-Johnson LLC		06/13/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78663009	SEMESTERWARE	
Serial Number:	78630254	THE YELLOW SCHOOL BUS TOUR	
Serial Number:	78660942	BOARDMESSENGER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312.577.8525		
Email:	terese.scholl@kattenlaw.com		
Correspondent Name:	Terese M. Scholl		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/		

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TRADEMARK
REEL: 003336 FRAME: 0981

Date:

06/23/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13 day of June, 2006 by MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC ("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, DynaVox Systems LLC, a Delaware limited liability company ("Borrower") and Grantee are parties to that certain Second 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 Amended and Restated Credit Agreement dated as of May 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Existing Credit Agreement") by and among Borrower, Grantee and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, Grantor agreed to guaranty all of the Obligations of Borrower under the Existing Credit Agreement pursuant to that certain Guaranty dated as of May 13, 2004 (the "Guaranty") by and among Grantor, the other guarantors party thereto and Grantee;

WHEREAS, as security for Grantor's obligations under the Guaranty, Grantor previously executed and delivery that certain Security Agreement dated as of May 13, 2004 by and among Grantor, the other debtors party thereto 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 Guaranty;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Grantor has reaffirmed all of its grants and obligations under the Guaranty and the Security Agreement pursuant to that certain Second 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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


MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC

By: DynaVox Systems LLC, its sole member

By:

Name:

Title:


Robert P Culhane
Chief Financial Officer
Treasurer & Secretary

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.

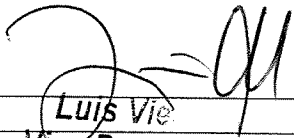
MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC

By: DynaVox Systems LLC, its sole member

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:  _____
Name: Luis Vie
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>U.S. Serial No.</u>	<u>Application Date</u>
Mayer-Johnson LLC	Semesterware	78663009	07/01/2005
Mayer-Johnson LLC	The Yellow School Bus Tour	78630254	05/16/2005
Mayer-Johnson LLC	Boardmessenger	78660942	06/29/2005