

**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
GPX, Inc.		06/14/2006	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank through its Wells Fargo Business Credit Operating Division
Street Address:	101 South Hanley
Internal Address:	Suite 1400
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2710154	AUDIO WITH VISION
Registration Number:	2753679	BANTAM INTERACTIVE
Registration Number:	2753693	BANTAM INTERACTIVE
Registration Number:	1429921	CENTURION
Registration Number:	2770082	COOLIGHTS
Registration Number:	2656489	GPX
Registration Number:	2728063	GP GPX
Registration Number:	1085908	GRAN PRIX
Registration Number:	3056187	MUSIC STICK
Registration Number:	3071820	SPORTX
Registration Number:	3071821	SPORTX
Registration Number:	1778287	YORX
Serial Number:	78737476	ILIVE

OP \$390.00 2710154

Serial Number:	78866012	ILIVE
Serial Number:	78737479	ISENSATIONS

**CORRESPONDENCE DATA**

Fax Number: (314)480-1505  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 314.480.1500  
Email: trademark@husch.com  
Correspondent Name: H. Frederick Rusche  
Address Line 1: 190 Carondelet Plaza  
Address Line 2: Suite 600  
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	10768-076 GPX-WELLS FARGO
NAME OF SUBMITTER:	H. Frederick Rusche
Signature:	/H. Frederick Rusche/
Date:	07/20/2006

**Total Attachments: 10**  
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June 14, 2006

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 14, 2006, is made by and between GPX, Inc., a Missouri corporation having a business location at the address set forth below next to its signature (“Borrower”), and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, having a business location at the address set forth below next to its signature (“Lender”).

### Recitals

The Borrower and the Lender are parties to a Credit and Security Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the “Credit and Security Agreement”) setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Borrower, the Lender has required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit and Security Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit and Security Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,  
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Lender a security interest (the “Security Interest”), with power of sale to the extent

permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary company action on the part of the Borrower.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall within sixty (60) days provide written notice to the Lender with a replacement Exhibit A, which upon acceptance by the Lender shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Lender with a replacement Exhibit B, which upon acceptance by the Lender shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Lender of such item(s) and cause such Affiliate to execute and deliver to the Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The

Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Lender's prior written consent.

(g) **Defense.** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Lender: (i) sufficient written notice, of at least 30 days, to allow the Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Lender gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Lender that it intends to abandon a Patent or Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Lender's option, in the Lender's own name) and may (but need not) take any and all other actions which the Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the Default Rate.

(k) **Power of Attorney.** To facilitate the Lender's taking action under subsection (i) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit and Security Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. The Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit and Security Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, at its option, take any or all of the following actions:

(a) The Lender may exercise any or all remedies available under the Credit and Security Agreement.

(b) The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific

instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit and Security Agreement. The Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Lender, and the Borrower waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[SIGNATURE PAGE TO FOLLOW]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

GPX, Inc.  
900 N. 23<sup>rd</sup> Street  
St. Louis, Missouri 63106  
Telecopier: (314) 621-0038  
Attention: Paul Green  
E-mail: pgreen@gpx.com

**GPX, INC., a Missouri corporation**

By: Paul Green  
Name: Paul Green  
Its: CFO

Wells Fargo Bank, National Association  
acting through its Wells Fargo Business Credit  
operating division  
101 South Hanley, Suite 1400  
St. Louis, Missouri 63105  
Telecopier: (314) 726-0903  
Attention: Loan Officer – GPX, Inc.  
E-Mail: gary.yakel@wellsfargo.com

**WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division**

By: Gary P. Yakel  
Name: Gary P. Yakel  
Its: VP



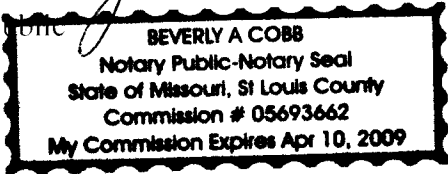
STATE OF Missouri )

COUNTY OF St. Louis )

On this 14<sup>th</sup> day of June, 2006, personally appeared Paul Green, to me known, who being by me duly sworn did say that he is the CFO of GPX, INC., a Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Beverly A Cobb  
Notary Public



My Commission expires:

April 10, 2009

STATE OF Missouri )

COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June 2006, by Gary P. Yakel, a Vice President of Wells Fargo Bank, National Association acting through its wells Fargo Business Credit operating division, on behalf of said national association.

Jennifer R Knight  
Notary Public

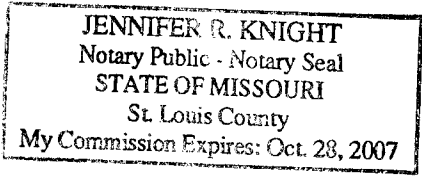


EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>
CD Player	D522,994
Compact Disc Player	D513610
Headphone	D502463
Digital Recordings Player	D456381

UNITED STATES PENDING PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>
Portable Entertainment Device	10/961955

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Application Number or Registration Number</u>
AUDIO WITH VISION	Reg. No. 2710154
BANTAM INTERACTIVE	Reg. No. 2753679
BANTAM INTERACTIVE and Design	Reg. No. 2753693
CENTURION	Reg. No. 1429921
COOLIGHTS	Reg. No. 2770082
GPX	Reg. No. 2656489
GPX and Design	Reg. No. 2728063
GRAN PRIX (Stylized)	Reg. No. 1085908
ILIVE	App. Ser. No. 78/737476
ILIVE (Stylized and/or with design)	App. Ser. No. 78/866012
ISENSATIONS	App. Ser. No. 78/737479
MUSIC STICK	Reg. No. 3056187
SPORTX	Reg. No. 3071820
SPORTX (Stylized or with design)	Reg. No. 3071821
YORX and Design	Reg. No. 1778287

UNREGISTERED MARKS

WEATHERX  
DIMENSION TOYS

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS,  
AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Country</u>	<u>Application Number or Registration Number</u>
BANTAM INTERACTIVE and Design	Mexico	Reg. No. 877580
ILIVE	Canada	App. No. 1298093
ILIVE	European Community	App. No. 005025069
ILIVE	Mexico	App. No. 778095
ILIVE and Design	Canada	App. No. 1299040
ILIVE and Design	European Community	App. No. 005040969
ILIVE and Design	Mexico	App. No. 779793