

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DPI, Inc.	FORMERLY GPX, Inc.	03/05/2007	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	101 South Hanley
Internal Address:	Suite 1400
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	National Association:

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
Serial Number:	78737476	ILIVE
Serial Number:	78866012	ILIVE
Serial Number:	78737479	ISENSATIONS
Registration Number:	3056187	MUSIC STICK
Registration Number:	3071820	SPORTX

OP \$390.00 2710154

Registration Number:	3071821	SPORTX
Registration Number:	1778287	YORX

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:	10768-76 WELLS FARGO-DPI
NAME OF SUBMITTER:	H. Frederick Rusche
Signature:	/H. Frederick Rusche/
Date:	03/27/2007

Total Attachments: 8
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March 5, 2007

**FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This First Amendment to Patent and Trademark Security Agreement, dated as of March __, 2007, ("Amendment") is made by and between DPI, Inc., a Missouri corporation having a business location at the address set forth below next to its signature and formerly known as GPX, Inc. ("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 June 14, 2006 (as subsequently 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 required the execution and delivery of the original Patent and Trademark Security Agreement dated June 14, 2006, and which was recorded with the U.S. Patent and Trademark Office on July 24, 2006 at Reel 017982, Frame 0233. (the "Patent and Trademark Security Agreement") by the Borrower.

Pursuant to the Credit and Security Agreement, Borrower covenanted to Lender that it would not change its name.

Effective as of November 9, 2006, Borrower changed its name from GPX, Inc. to DPI, Inc., which name change constituted a breach of its covenant to Lender under the Credit and Security Agreement ("the Name Change Covenant Breach").

Lender is willing to waive the Name Change Covenant Breach and amend relevant portions of the Credit and Security Agreement and the Patent and Trademark Security Agreement to reflect the name change of Borrower.

ACCORDINGLY, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Patent and Trademark Security Agreement. All references to GPX, Inc. in the Patent and Trademark Security Agreement are hereby amended to hereinafter refer to DPI, Inc. All other definitions, terms, and conditions of the Patent and Trademark Security Agreement shall remain unchanged.

2. Non-waiver. By entering into this Amendment, Lender is not waiving any other Default or Event of Default that may exist at this time under the Credit and Security Agreement and/or the Patent and Trademark Security Agreement, and Lender reserves all rights and remedies available to it.

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

(a) *Existence; Authority.* The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid, and binding obligation of the Borrower, enforceable in accordance with its terms.

(b) *Patents.* The Borrower hereby reaffirms that 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.

(c) *Trademarks.* The Borrower hereby reaffirms that 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).

4. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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

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

**DPI, INC., a Missouri corporation
formerly known as GPX, INC.**

By: Paul Green
Name: Paul Green
Its: Chief Financial Officer

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: Vice President

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2007, personally appeared Paul Green, to me known, who being by me duly sworn did say that he is the Chief Financial Officer of DPI, INC., a Missouri corporation formerly known as GPX, INC., 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.

Notary Public

My Commission expires:

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 9th day of March, 2007, 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.

Cory Adams
Notary Public

My Commission expires:

October 5, 2008



CORY ADAMS
My Commission Expires
October 5, 2008
St. Louis County
Commission #04619337

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 5th day of March, 2007, personally appeared Paul Green, to me known, who being by me duly sworn did say that he is the Chief Financial Officer of DPI, INC., a Missouri corporation formerly known as GPX, INC., 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.

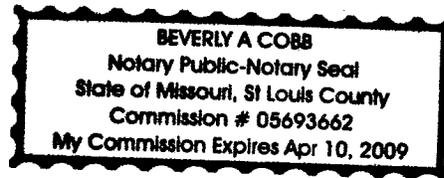
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

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 5th day of March, 2007, 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.

Beverly A Cobb

Notary Public

My Commission expires:

April 10, 2009

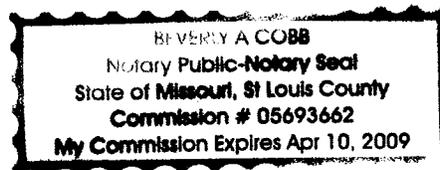


EXHIBIT A

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