

12/15/08

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027

12-16-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



R SHEET
ONLY

DEC 15 PM 2:20
OPR/FINANCE

To the Director of the U.S. Patent and Trademark Office
103539838

attached documents or the new address(es) below.

1. Name of conveying party(ies):

PHX AP ACQUISITION LLC

- Individual(s)
- General Partnership
- Corporation- State: OREGON
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):

Execution Date(s): DECEMBER 1, 2008
 Assignment
 Security Agreement
 Other
 Merger
 Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VENCORE SOLUTIONS LLC
Internal Address: SUITE 350
Street Address: 4500 SW KRUSE WAY
City: LAKE OSWEGO
State: OREGON
Country: USA Zip: 97035

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship: DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: VENCORE SOLUTIONS LLC
Internal Address:
Street Address: 4500 SW KRUSE WAY
SUITE 350
City: LAKE OSWEGO
State: OREGON Zip: 97035
Phone Number: 503.609.4997
Fax Number: 503.675.3136
Email Address: KISEH@VENCORECAPITAL.COM

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 480.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Refund Refund Date 12/15/2008 NJANA 0000165504
b. Deposit Account Number
Authorized User Name Refund Total: \$165.00

9. Signature: KISEH POND
Signature
Name of Person Signing

Dec. 5, 2008
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 578-8900 or mailed to 88000850 INCLUDING PAYMENT
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
01 FC:8521
02 FC:8522

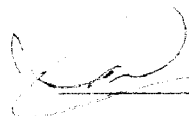
TRADEMARK
REEL: 003905 FRAME: 0216

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHOENIX GOLD (Word Mark)	1475721	2/9/1988
"PG" in oval with words "Phoenix Gold"	2298667	12/7/1999
PHOENIX GOLD (Word Mark)	78909078	6/15/2006
CARVER (Word Mark)	1360305	9/17/1985
CARVER (Word Mark)	78759,678	11/22/2005
AUDIOSOURCE (Word Mark)	1,921,674	9/26/1995
AUDIOSOURCE (Word Mark)	3,366,686	1/8/2008
AUDIOSOURCE (Word Mark)	1,224,625	1/18/1983
RYVAL (Word Mark)	3,138,925	9/5/2006
RYVAL DESIGNS (Word Mark)	3,138,926	9/5/2006
RODIN (Word Mark)	77394245	2/11/2008
TONELINE (Word Mark)	2,554,250	3/26/2002

IP Security Agreement

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(initials of T. O'Mara)



(initials of J. Coonan)

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TRADEMARK
REEL: 003905 FRAME: 0217

VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
45000 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
(503) 310-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 11, 2008 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and PHX AP Acquisition, LLC, an Oregon Limited Liability Company ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

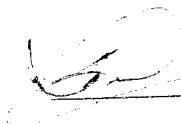
This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

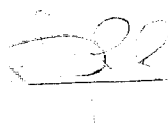
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 (initials of T. O'Mara)

 (initials of J. Coonan)

TRADEMARK

REEL: 003905 FRAME: 0218

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:


PHX AP Acquisition, LLC,
an Oregon Limited Liability Company

93 00 North Decatur Street
Portland, Oregon 97203
Attention: Jim Coonan

By: 

Name: James R. Coonan

Title: Director/Manager

By: 

Name: Thomas P. O'Mara

Title: Director/Manager

LENDER:

Address of Lender:

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

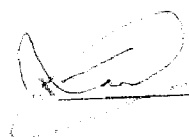
By: 

Name: Vice President

Title: 12/02/08

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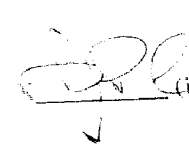

 (initials of J. Coonan)


EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Not Applicable		

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(initials of T. O'Mara)



(initials of J. Coonan)


EXHIBIT B

PATENTS

Description	Patent/Application Number	Issue/Application Date
Video Shielded Loudspeaker	369,356	4/30/1996
Surround Sound Processor	370,677	6/11/1996
Audio Speaker Housing	370,679	6/11/1996
Amplifier Control Panel	383,760	9/16/1997
Audio Amplifier Cabinet	385,882	11/4/1997
Audio Amplifier Cabinet	386,178	11/11/1997
Cable Connector	413,569	9/7/1999
Cable Connector	414,462	9/28/1999
Battery Clamp	419,958	2/1/2000
Battery Clamp	421,740	3/21/2000
Loudspeaker	448,017	9/18/2001
Digital Audio Distribution System	60/500,055	9/3/2003
Digital Audio Distribution System	10/734,706	12/12/2003
Digital Audio Distribution System (CIP)	10/754,912	1/8/2004
Amplifier Housing	504,671	5/3/2005
Speakers	509,213	9/6/2005
Speakers	510,084	9/27/2005
Portable Audio System	29/244,485	12/8/2005
Portable Audio System	29/244,509	12/8/2005

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TRADEMARKS FOR RECORDATION.

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