

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
Able Planet, Incorporated		01/16/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Dr.
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3563429	ABLEPLANET
Registration Number:	3563428	ABLEPLANET
Serial Number:	77585588	ABLEPLANET
Serial Number:	77585582	ABLEPLANET
Serial Number:	77511608	SOUND FIT
Serial Number:	77511581	LINX DSP
Serial Number:	77612997	IN BALANCE
Serial Number:	77647014	ABLEPLANET
Registration Number:	3559956	
Registration Number:	3559957	
Serial Number:	77048159	ABLE PLANET FOUNDATION

CORRESPONDENCE DATA

Fax Number: (303)292-4510

900127668

**TRADEMARK
 REEL: 003940 FRAME: 0165**

CH \$290.00 3563429

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3032927939
Email: trish.rogers@moyewhite.com
Correspondent Name: Patricia J. Rogers
Address Line 1: 1400 16th St.
Address Line 2: Suite 600
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	9882.00063
NAME OF SUBMITTER:	Patricia J. Rogers
Signature:	/patricia j. rogers/
Date:	02/23/2009

Total Attachments: 5

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 16th day of January, 2009, by and between SILICON VALLEY BANK ("Bank") and ABLE PLANET, INCORPORATED, a Delaware corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of January 16, 2008 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Patents and Trademarks to Exhibit B and Exhibit C, respectively, thereof.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. **Amendments to IP Agreement.** Exhibits B and C to the IP Agreement are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B to this Amendment.

3. **Limitation of Amendment.**

3.1 The amendment set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

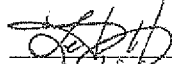
4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: 
Name: Leticia Hernandez
Title: Relationship Manager

BORROWER:

ABLE PLANET, INCORPORATED

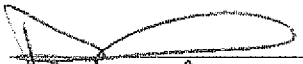
By: 
Name: Denise Cavater
Title: Controller

EXHIBIT A TO FIRST AMENDMENT

EXHIBIT "B"

PATENTS

Title Description	Inventor Names(s)	Registration/ Application Number	Registration/ Application Date
Telephone Handset	Waldron, et al	10/864,691	6/9/2004
Telephone Handset	Waldron, et al	10/864,692	6/9/2004
Audio Signal System	Waldron, et al	11/188,519	7/25/2005
Apparatus and methods for mitigating impairments due to central auditory nervous system binaural phase-time asynchrony	Burleigh, et al	11/443,859	5/31/2006
Apparatus for communication coupling with a hearing aid		11/850,541	9/30/2007
Apparatus for fitting a device in the outer ear passage		60/982,712	10/25/2007
Method and apparatus for modifying audio signal systems		60/888,986	2/9/2007
System and method for altering audio signals to improve comprehension by hearing impaired listener		60/894,737	3/14/2007
Heat set		29/296,337	10/18/2007
Heat set		29/296,338	10/18/2007
Apparatus and methods for mitigating impairments due to central auditory nervous system binaural phase-time asynchrony	Burleigh, et al	7,120,258	10/10/2006
Apparatus for communication coupling with a hearing aid	Waldron	7,317,807	01/08/2008
Headphone Apparatus	Semcken	61/012,974	12/12/2007
System and Method for Enhancing Sound Quality via Audio Signal Compression	Schweitzer	61/024,858	1/30/2008

EXHIBIT B TO FIRST AMENDMENT

EXHIBIT "C"

TRADEMARKS

Title Description	Registration/ Application Number	Registration/ Application Date
LINX	78721216	9/27/2005
CLEAR COMFORT	78762056	11/28/2005
LINX AUDIO	78747419	11/4/2005
LINX TECHNOLOGY	3232402	4/24/2007
TURN IT DOWN!	78809374	2/7/2006
CLEAR VOICE	78762052	11/28/2005
CLEAR HARMONY	78762050	11/28/2005
HEAR THE DIFFERENCE	78699988	8/24/2005
IT IS POSSIBLE	3298898	9/25/2007
ABLE EAR	77009558	9/28/2006
ABLE TALKER	77009419	9/28/2006
CLEAR CHOICE	77027457	10/23/2006
HARMONIC ENRICHMENT	77352285	12/14/2007
CONSTRUCTIVE DISTORTION	77352276	12/14/2007
FOR ALL LEVELS OF HEARING	77352241	12/14/2007
TRUEFIDELITY	77168648	4/30/2007
ABLEPLANET	3563429	1/20/2009
ABLEPLANET	3563428	1/20/2009
ABLPLANET	77585588	10/3/2008

ABLEPLANET	77585582	10/3/2008
SOUND FIT	77511608	7/1/2008
LINX DSP	77511581	6/30/2008
IN BALANCE	77612997	11/12/2008
ABLEPLANET	77647014	1/9/2009
[DESIGN ONLY]	3559957	1/13/2009
[DESIGN ONLY]	3559956	1/13/2009
ABLE PLANET FOUNDATION	77/048,159	11/20/2006