

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
Blink-Twice LLC		07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 6		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77038496	BLINK TWICE	
Serial Number:	78770102	BLINK TWICE	
Serial Number:	77038464	TANGO!	
Serial Number:	78809217	TANGO!	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-163		

CH \$115.00 77038496

NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/13/2009
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of July, 2009 by BLINK-TWICE LLC, a Delaware limited liability company ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as 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):

WITNESSETH

WHEREAS, DynaVox Systems LLC, a Delaware limited liability company ("Borrower") and Grantee are parties to that certain Third Amended and Restated Credit Agreement dated as of June 23, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates in its entirety that certain Second Amended and Restated Credit Agreement dated as of June 13, 2006 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Existing 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 "Amended and Restated Credit Agreement"), which amends and restates in its entirety that certain Credit Agreement dated as of May 13, 2004 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Original Credit Agreement") by and among Borrower, Grantee and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, as security for the payment, performance and observance of the Obligations (as defined in the Credit Agreement), Grantor executed and delivered that certain Joinder to Security Agreement dated as of the date hereof (the "Joinder"), pursuant to which Grantor joined as a Debtor (as defined in the Security Agreement described below) under that certain Security Agreement dated as of May 13, 2004 by and among certain Affiliates of Borrower and Grantee (as amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the "Security Agreement") and 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 and performance of Obligations;

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 and application for Trademark listed on Schedule A 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 foregoing, 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 Pages Follow]

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

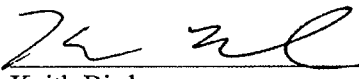
BLINK-TWICE SYSTEMS LLC, a Delaware limited liability company

By: DYNAVOX SYSTEMS LLC, a Delaware limited liability company, its member

By: 
Name: _____
Title: **Robert P. Culhane**
Chief Financial Officer
Secretary And Treasurer

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.),
as Agent

By: 
Name: Keith Bird
Title: Its Duly Authorized Signatory

Schedule A to Trademark Security Agreement

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
Blink-Twice, LLC	Blink Twice	3387482	2/26/2008
Blink-Twice, LLC	Blink Twice	3263016	7/10/2007
Blink-Twice, LLC	Tango!	3532930	11/18/2008
Blink-Twice, LLC	Tango!	3235382	4/24/2007

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
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Not Applicable