

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vencore Solutions LLC		07/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PHX AP Acquisition, LLC		
Street Address:	9200 North Decatur Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97203		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1475721	PHOENIX GOLD	
Registration Number:	2298667	PG PHOENIX GOLD	
Serial Number:	78909078	PHOENIX GOLD	
Registration Number:	3138925	RYVAL	
Registration Number:	3138926	RYVAL DESIGNS	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-7306		
Email:	ip@fredlaw.com		
Correspondent Name:	John C. Pickerill		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 South Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		

OP \$140.00 1475721

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	08/11/2009
Total Attachments: 11 source=SecurityReleaseVencore-PHX#page1.tif source=SecurityReleaseVencore-PHX#page2.tif source=SecurityReleaseVencore-PHX#page3.tif source=SecurityReleaseVencore-PHX#page4.tif source=SecurityReleaseVencore-PHX#page5.tif source=SecurityReleaseVencore-PHX#page6.tif source=SecurityReleaseVencore-PHX#page7.tif source=SecurityReleaseVencore-PHX#page8.tif source=SecurityReleaseVencore-PHX#page9.tif source=SecurityReleaseVencore-PHX#page10.tif source=SecurityReleaseVencore-PHX#page11.tif	

CONSENT

This Consent (this "Consent") is entered into this 16th day of July, 2009 by and between **VENCORE SOLLUTIONS LLC**, a Delaware Limited Liability Company, with its principal place of business at 4500 SW Kruse Way, Suite 350, Lake Oswego, Oregon, 97035 ("Lender") and **PHX AP ACQUISITION, LLC**, an Oregon limited liability company, with its principal place of business at 9200 North Decatur Street, Portland, Oregon 97203 ("Borrower").

RECITALS

A. Lender and Borrower have entered into a certain Loan and Security Agreement Number 1239 Note 01 dated as of December 2, 2008 (collectively the "NOTE"). Lender has extended credit to Borrower for the purposes permitted in the NOTE.

B. Borrower desires to sell the assets listed on **Exhibit A** (the "Assets") to **AAMP of Florida, Inc.**, a Florida corporation (the "Buyer") pursuant to the terms of that certain Asset Purchase Agreement dated July 17, 2009 between Borrower and Buyer (the "Purchase Agreement" or "Asset Sale").

C. Lender has agreed to consent to the Asset Sale, 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 Consent shall have the meanings given to them in the NOTE.

2. **Consent and Lien Release.** Subject to the terms of Section 3 below, Lender hereby consents to the Asset Sale. In addition, Lender hereby agrees that, upon the closing of the Asset Sale, all liens and security interests in or on any of the Assets and all other assets transferred in connection with the Asset Sale existing in favor of Lender shall be deemed to be terminated and released. Lender hereby agrees to file (a) amendments to the existing UCC financing statements filed in favor of Lender against Borrower with the Secretary of State of Oregon (filing number 8146662, filed on December 3, 2008, and filing number 7333971, filed July 19, 2006), which amendments shall state that Lender's lien in the Assets is deleted from the applicable collateral descriptions and (b) releases respecting the Assets with the United States Patent and Trademark Office. If Lender does not file such UCC financing statement amendments and releases within ten (10) business days of the date of this Consent, each of Borrower and Buyer shall be authorized to file such amendments and releases. Lender will take all

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other actions reasonably requested by Borrower and/or Buyer that are necessary to release the liens against any and all assets transferred in connection with the Asset Sale.

3. Effectiveness. This Consent shall be deemed effective upon (a) the due execution and delivery to Lender of this Consent by Borrower, (b) the delivery to Lender of an executed copy of the Purchase Agreement, including, but not limited to the Schedules referenced on the EXHIBIT A attached hereto, (c) the Asset Sale occurring within thirty (30) days of the date of this Consent, and (d) Borrower's receipt of cash proceeds in connection with the Asset Sale in an amount equal to at least Four Hundred Five Thousand Dollars (\$405,000.00).

4. Representations and Warranties. To induce Lender to enter into this Consent, Borrower hereby represents and warrants to Lender as follows:

4.1 Immediately after giving effect to this Consent the representations and warranties contained in the Loan Documents are true, accurate and complete as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date;

4.2 Borrower has the power and due authority to execute and deliver this Consent; and

4.3 The organizational documents of Borrower previously delivered to Lender remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect.

5. Integration. This Consent and the NOTE represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the NOTE merge into this Consent and the NOTE.

6. Prior Agreement. The NOTE is hereby ratified and reaffirmed and shall remain in full force and effect. This Consent is not a novation and the terms and conditions of this Consent shall be in addition to and supplemental to all terms and conditions set forth in the NOTE. In the event of any conflict or inconsistency between this Consent and the terms of the NOTE, the terms of this Consent shall be controlling, but such document shall not otherwise be affected or the rights therein impaired.

7. Counterparts. This Consent 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.

8. Governing Law. This Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Oregon.

9. Attorneys' Fees, Costs and Expenses. In any action or proceeding between Borrower and Lender arising out of or relating to this Consent, the prevailing

party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

10. Reliance. This Consent may be relied upon by Borrower, Lender and Buyer and their respective successors and assigns.

Signature page follows.

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

BORROWER:

PHX AP ACQUISITION, LLC

By: 

Name: JAMES COONAN

Title: DIRECTOR / MANAGER

LENDER:

VENCORE SOLUTIONS LLC

By: 

Name: JOHN SAEFKE

Title: CHIEF EXECUTIVE OFFICER

EXHIBIT A

All of the Borrower's right, title and interest in and to the following (the "Assets"):

(a) all equipment, spare parts and supplies, computers and all related equipment, and all other tangible personal property listed on Schedule 1.1(a);

(b) all rights existing under the contracts set forth on Schedule 1.1(b) ("Purchased Contracts"), and expressly excluding all other contracts;

(c) all lists and records pertaining to customer accounts (whether past or current), suppliers, distributors, and agents, with respect to the Assets and the Product Line including the customer information set forth on Schedule 1.1(c);

(d) all inventories, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used of consumed in the production of finished goods listed on Schedule 1.1(d) (the "Inventory");

(e) all claims, deposits, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature with respect to the Assets and the Product Line;

(f) all Intellectual Property and all goodwill associated therewith, listed on Schedule 1.1(f);

(g) all Permits, to the extent assignable, listed on Schedule 1.1(g);

(h) all insurance and warranty proceeds received after the Closing Date with respect to damage, non-conformance of or loss to the Assets or with respect to the Assets or the Assumed Liabilities;

(i) all books, records, ledgers, files, documents, correspondence, lists, studies and reports and other printed or written materials with respect to the Assets and the Product Line; and

(j) all goodwill and going concern value with respect to the Product Line.

Terms defined above shall have the meaning set forth below:

"Assumed Liabilities" means effective as of the Effective Time, the Purchaser will assume and agree to discharge (i) the post-Closing obligations with respect to the Purchased Contracts, and (ii) warranty claims with respect to pre-Closing sales by the Borrower that are made by customers on or after the Warranty Transition Period (as defined in the Transition Services Agreement) up to an aggregate amount equal to \$10,000 (the "Assumed Warranty Liability") which is further subject to the terms and

conditions set forth in the Transition Services Agreement (as defined below) (collectively, the "Assumed Liabilities").

"Effective Time" means the effective time of the Closing is 12:01 a.m. eastern time on the Closing Date.

"Government Entity" means individually, and "Government Entities" means collectively, any federal, state or local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, domestic or foreign.

"Closing" or "Closing Date" shall mean July 17, 2009.

"Intellectual Property" means all ownership, licenses or other rights to use all U.S. and foreign patents, patent rights, patent applications and registrations, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, trade names, domain names, copyrights and copyright registrations and applications, trade secrets, inventions, discoveries, ideas, expertise, formulas, technology, data, processes, drawings, designs, licenses, manufacturing instructions, equipment specifications, product specifications, and know-how necessary to manufacture and operate the Product Line as manufactured and operated prior to Closing.

"Permits" means all permits, approvals, registrations, franchises, licenses, certificates, accreditations and other authorizations of all Government Entities required for the conduct of the Product Line.

"Product Line" means the segment of the Borrower's business, as of Closing, that involves the marketing and sale of mobile audio goods.

"Transition Services Agreement" means that certain transition services agreement entered into by the Borrower and the Buyer dated as of the Closing Date.

Schedule 1.1(f)

Intellectual Property

The marks identified on the attached.

Note: The registrations in Japan listed in the attachment have expired. The application in China (PRC) listed in the attachment as Application Number 4798498 has been rejected by the governing authorities. The application in China (PRC) listed in the attachment as Application Number 4798459 has been rejected by the governing authorities. The Borrower is only assigning to the Purchaser whatever rights it has in such registrations and applications (as the case may be) set forth in this paragraph.







All of the Borrower's copyrights with respect to the Product Line, specifically including but not limited to, product packaging, literature, website, product manuals, posters, electronic media, apparel, promotional material and manufacturing documentation (specifically including but not limited to B.O.M.'s, Schematics, Gerber Files, Mechanical Drawings, and Inspection Documentation).

The trade name Phoenix Gold.





The domain names www.phoenixgold.com and www.phoenixgold.us, and any other domain names worldwide owned or controlled by the Borrower which include one of the marks identified on the attachment.

All other intellectual property, as and to the extent owned by or licensed by the Borrower, used in the manufacturing and/or operation of the Product Line as manufactured and operated prior to Closing, specifically including, but not limited to, trade secrets, inventions, discoveries, ideas, expertise, formulas, technology, data, processes, drawings, designs, licenses, manufacturing instructions, equipment specifications, product specifications, and know-how.

SCHEDULE A

Country	Mark	Registration/App. No.	Registration/App. Date
Australia	PHOENIX GOLD	Reg. 645209	11/8/1994
Benelux	PHOENIX GOLD	Reg. 563237	11/4/1994
Canada	PHOENIX GOLD	Reg. 341728	6/17/1988
China (PRC)		Reg. 1048297	7/7/1997
China (PRC)	PHOENIX GOLD	App. 4798497	7/25/2005
China (PRC)	Soul  Better Sound	App. 4798498	7/25/2005
China (PRC)		App. 4798459	7/25/2005
CTM- EU (Community Trademark - European Union)	PHOENIX GOLD	Reg. 8810	4/1/1996
Germany	PHOENIX GOLD	Reg. 2071880	7/19/1994
Germany		Reg. 1190297	5/10/1994
Hong Kong		Reg. 300231768	6/11/2004
Italy	PHOENIX GOLD	Reg. 1049403	10/16/1995
Japan	PHOENIX GOLD	Reg. 4228727	1/8/1999
Japan		Reg. 4228728	1/8/1999
Korea	PHOENIX GOLD	Reg. 443647	3/10/1999
Madrid covering: Belarus Bulgaria China Norway Ukraine	PHOENIX GOLD	Reg. 913755	12/16/2006
Malaysia	PHOENIX GOLD	Reg. 93002561	4/17/1993
New Zealand	PHOENIX GOLD	Reg. 242792	11/7/1994
Russia	PHOENIX GOLD	App. 2006735364	12/5/2006

ATTACHMENT 10

Russia		Reg. 310615	7/18/2006
Russia		Reg. 317668	12/6/2006
Switzerland	PHOENIX GOLD	Reg. 310615	7/29/1998
Taiwan		Reg. 01026683	12/16/2002
Taiwan	PHOENIX GOLD Sculpting Better Sound	Reg. 01026682	12/16/2002
Taiwan	PHOENIX GOLD 石 昌	Reg. 00546053	12/16/200
Thailand	PHOENIX GOLD	Reg. 75527	1/17/1997
United Kingdom	PHOENIX GOLD	Reg. 1528348	3/1/1993
U.S.A.	PHOENIX GOLD	Reg. 475821	1/9/1988
U.S.A.		Reg. 298667	1/7/1999
U.S.A.	PHOENIX GOLD	SN 78/909,078	6/15/06
U.S.A.	RYVAL	Reg. 3138925	9/5/2006
Madrid covering: Russia	RYVAL	Reg. 915167	2/6/2007
U.S.A.	RYVAL DESIGNS	Reg. 3138926	9/5/2006

Additions to 1.1F Schedule

COMMON LAW TRADEMARKS:

RYVAL
RYVAL DESIGNS

PG

PHOENIX GOLD
INNOVATIVE HOME

PG INNOVATIVE HOME

PHOENIX GOLD INNOVATIVE HOME

ROADSTER 66

PURSUE THE ADVENTURE

RSD

RSD COMPETITION SERIES

RADIAL SD

OCTANE R

Rodin

Sculpting Better Sound

Any and all logos associated with the above marks, specifically including, but not limited to, the following:

 **Confidential**



**PHOENIX
GOLD**

roadster 66



Schedule 1.1(g)

Permits

None

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