

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		02/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PHX AP Acquisition LLC		
Street Address:	9200 N Decatur Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97203		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1921674	AUDIOSOURCE	
Registration Number:	3366686	AUDIOSOURCE	
Registration Number:	1224625	AUDIOSOURCE	
Registration Number:	1360305	CARVER	
Registration Number:	3738223	CARVER	
Registration Number:	3545550	RODIN	
CORRESPONDENCE DATA			
Fax Number:	(503)273-8842		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 226-8122		
Email:	mmedeiros@smhlaw.com		
Correspondent Name:	Martin F. Medeiros		
Address Line 1:	621 SW Morrison Street		
Address Line 2:	Suite 1420		
Address Line 4:	Portland, OREGON 97205		

OP \$165.00 1921674

TRADEMARK

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REEL: 004147 FRAME: 0481

NAME OF SUBMITTER:	Tichelle Sorensen
Signature:	/tichellesorensen/
Date:	02/11/2010
Total Attachments: 3 source=Trademark Security Agreement Release [Executed]#page1.tif source=Trademark Security Agreement Release [Executed]#page2.tif source=Trademark Security Agreement Release [Executed]#page3.tif	

**TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release Agreement"), dated as of February 8, 2010, by and between Vencore Solutions LLC, a Delaware limited liability company with an office at 4500 South Kruse Way, Suite 350 (the "Lender") and PHX AP Acquisition LLC an Oregon limited liability company (the "Company").

WHEREAS, the Company and the Lender entered into a trademark security agreement, executed on December 1, 2008 and recorded with the U.S. Patent and Trademark Office on December 15, 2008 (at Trademark Reel 3905 and Frame 0216) whereby the Company granted to the Lender a security interest in and lien on, and collaterally assigned to the Lender the trademarks, trademark registrations and associated goodwill identified as follows (collectively the "Trademarks"):

"AUDIOSOURCE" Registration No. 1921674/International Registration No. 0875211 for "stereo amplifiers, stereo tuners, stereo receivers, compact disc players, loudspeakers, surround sound processors, graphic equalizers, [stereo spectrum analyzers;], compact discs for testing stereo sound, [compact disc cleaners] and prerecorded compact discs featuring music;

"AUDIOSOURCE" Registration No. 3366686 for "Audio and video receivers, audio and video amplifiers";

"AUDIOSOURCE" Registration No. 1224625 for "Distributorship Services Specializing in Audio Equipment [and Phonograph Records];

"CARVER" Registration No. 1360305 for "AUDIO AMPLIFIERS, PRE-

AMPLIFIERS, TUNERS, RECEIVERS, COMPACT DISC PLAYERS,
PROFESSIONAL AUDIO AMPLIFIERS, AUDIO NOISE REDUCTION
DEVICES, STEREO IMAGING ENHANCEMENT DEVICES, STEREOS AND
AUDIO PLAYERS FOR AUTOMOTIVE USE;

“CARVER” Registration No. 3738223/International Registration No. 0879416 for
“AUDIO SPEAKERS, AUDIO AMPLIFIERS”;

“RODIN” Registration No. 3545550 (on the Supplemental Register) for
“Distributorship services in the fields of audio and audiovisual systems and
equipment”; and any other trademarks or trademark registrations held by PHX AP
Acquisition LLC for which Lender had a security interest.

WHEREAS, the Lender has agreed to terminate and release its security interest
and all of its right, title and interest in the Trademark as provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the Lender and the Company hereby
agree as follows:

1. Release and Assignment. The Lender hereby terminates and releases its
security interest in and first priority lien on each of the Trademarks, and the Lender
hereby assigns and transfers to the Company, without recourse, all of the Lender's right,
title and interest in and to the Trademarks and the related trademark registrations and
goodwill, effective as of the date set forth above.

2. Authorization of Attorneys. The Lender hereby authorizes Swider Medeiros
Haver LLP as its attorney-in-fact for the sole purpose of filing all necessary documents
with the United States Patent and Trademark Office related to this Release Agreement.

IN WITNESS WHEREOF, the Lender has executed this Release, to take effect as of the date first set forth above.

VENCORE SOLUTIONS LLC

By: James Paul Johnson

Its: Chief Operating Officer

Printed Name: JAMES PAUL JOHNSON

CERTIFICATE OF ACKNOWLEDGMENT

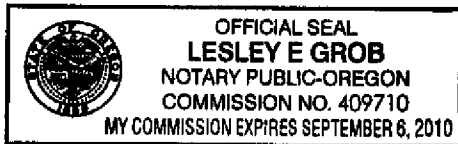
UNITED STATES OF AMERICA

STATE OF OREGON)

) SS:

COUNTY OF Clackamas)

On this 11 day of February, 2010, before me personally came James Paul Johnson, who, being duly sworn, did depose and say that he resides in the State of WA, and that he signed his name hereto.



Lesley E Grob
Notary Public