

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Sonavation, Inc.

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Theodore M. Johnson, Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 357 Hall Drive, Suite 101

City: Palm Beach Gardens

State: Florida

Country: USA Zip: 33418

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other Agent      Citizenship USA

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)

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

Execution Date(s) December 1, 2008

- Assignment       Merger
- Security Agreement       Change of Name
- Other Corrective Assignment to Correct Assignee's Name under Reel 004068 Frame 0460

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

A. Trademark Application No.(s)

771421,828 and 771479,023

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: Howard M. Gillen, Esq

Internal Address: \_\_\_\_\_

Street Address: F.O.R. Stallon  
P.O. Box 130

City: New York

State: New York Zip: 10150

Phone Number: 561-820-0230

Fax Number: 212-308-4844

Email Address: HGillan@eapdlaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 04-1105

Authorized User Name Howard M. Gillen

**9. Signature:**

Howard M. Gillen  
Signature

5 October 2010  
Date

Howard M. Gillen

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sonavation, Inc.		12/01/2008	INC. ASSOCIATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Theodore M. Johnson		
<b>Street Address:</b>	357 Hiatt Drive		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Palm Beach Gardens		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33418		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77421828	SONAVATION	
Serial Number:	77479023	SONICTOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)508-4844		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	561-820-0250		
<b>Email:</b>	rbsw@edpa.com		

<http://etas.uspto.gov/com/receipt.jsp?name=XQ8A63JP9JYY-39180>

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U.S. POSTAGE RECEIPT

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Correspondent Name: Howard M. Gitten	
Address Line 1: F.D.R. Station	
Address Line 2: P.O. Box 130	
Address Line 4: New York, NEW YORK 10150	
ATTORNEY DOCKET NUMBER:	84903(300267)
NAME OF SUBMITTER:	Howard M. Gitten
Signature:	/Howard M. Gitten/
Date:	09/25/2009
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	
<b>RECEIPT INFORMATION</b>	
ETAS ID:	TM133545
Receipt Date:	09/25/2009
Fee Amount:	\$65

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09/25/09

**COLLATERAL ASSIGNMENT AGREEMENT**

THIS COLLATERAL ASSIGNMENT AGREEMENT (the "Collateral Assignment Agreement") is made as of December 1, 2008, between SONAVATION, INC., a Delaware corporation (the "Company") in favor of THEODORE M. JOHNSON, as collateral agent (the "Collateral Agent") for each of the investors and their successors and assigns (collectively referred to as the "Lenders" and individually as a "Lender") who are parties to the Note Purchase Agreements (as defined herein).

WHEREAS, reference is made to (a) the Secured Promissory Notes (collectively, the "Notes"), executed by the Company in favor of the Lenders, (b) the Note Purchase Agreements, in substantially identical form, between the Company and each of the Lenders (collectively, the "Note Purchase Agreements"), and (c) the Security Agreement between the Company and the Collateral Agent (the "Security Agreement") and, collectively with the Notes and the Note Purchase Agreements, the "Transaction Documents"; and

WHEREAS, under the terms of the Security Agreement, the Company has granted a continuing first lien security interest in certain intellectual property of the Company to the Collateral Agent and has agreed as a condition thereof to execute this Collateral Assignment Agreement covering such intellectual property for recording with the United States Patent and Trademark Office and other governmental authorities.

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

**SECTION 1. Grant of Security.** The Company hereby grants to the Collateral Agent for the benefit of the Lenders a security interest in and to all of the Company's right, title, and interest in and to the following (the "IP Collateral");

- (i) the United States, international, and foreign patents and patent applications set forth in Schedule A, attached hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) trademarks set forth in Schedule A, attached hereto (the "Trademarks");
- (iii) any and all claims for damages for past, present, and future infringement, misappropriation, or breach with respect to the Patents of the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all proceeds of the foregoing.

**SECTION 2. Assignment.** The pledge and assignment of, and the grant of a security interest in, the IP Collateral by the Company under this Collateral Assignment Agreement secures the payment of the Notes of the Company.

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**SECTION 3. Security.** This Collateral Assignment Agreement is for collateral security purposes only. So long as no "Event of Default" (as defined in the Security Agreement) under the Security Agreement has occurred and is continuing, the Company shall have full right to own, utilize and possess the IP Collateral free from any interference or exercise of authority over such IP Collateral by the Lenders.

**SECTION 4. Recordation.** The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment Agreement.

**SECTION 5. Execution in Counterparts.** This Collateral Assignment Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. This Collateral Assignment Agreement may be executed by facsimile or other electronic signatures.

**SECTION 6. Grants, Rights, and Remedies.** This Collateral Assignment Agreement has been entered into in conjunction with the provisions of the Security Agreement and the other Transaction Documents. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral Assignment Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 7. Governing Law.** This Collateral Assignment Agreement shall be governed by, and constructed in accordance with, the laws of the State of Delaware.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

SONAVATION, INC.

By: James E. Davis

Name: JAMES E. DAVIS

Title: Secretary

COLLATERAL AGENT

By: Therese M. Johnson

Name: THEHERE M. JOHNSON

Title: \_\_\_\_\_