

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
Aerielle Technologies, Inc.		12/31/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Great American Life Insurance Company
Street Address:	250 East Fifth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2933027	AUDIO. NO STRINGS ATTACHED
Registration Number:	3006582	CHANGING THE WAY YOU LISTEN TO AUDIO
Registration Number:	3044408	AUDIOBUG
Registration Number:	2889344	AERIELLE
Registration Number:	3062131	
Registration Number:	3114005	SURF2WIN
Registration Number:	3136715	CHOOSE.RECORD.LISTEN.
Registration Number:	3152193	SIMPLY BETTER SOUND
Serial Number:	77825324	AERIELLE
Serial Number:	77825322	MAKING AUDIO WIRELESS
Serial Number:	77657754	I2I
Registration Number:	3165139	AUDIOWEAR
Registration Number:	3177808	AUTOBUG
Registration Number:	3181511	TIMELESS RADIO

OP \$690.00 2933027

Registration Number:	3306336	HERE TODAY. HEAR TOMORROW.
Registration Number:	3246097	AUDIO BUG
Registration Number:	3278216	CHOOSE.RECORD.LISTEN
Registration Number:	3407292	I2I
Registration Number:	3415332	I2IGEAR
Registration Number:	3525434	I2I STREAM
Registration Number:	3419904	WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS
Registration Number:	3532220	DIGITAL MUSIC BROADCASTER
Registration Number:	3534031	I2I STREAM
Registration Number:	3496564	I2I STREAM
Registration Number:	3498190	WE LOOK FORWARD TO SERVICING YOUR AUDIO NEEDS
Serial Number:	77274270	I2I
Serial Number:	77437230	CONNECT. STREAM. LISTEN

CORRESPONDENCE DATA

Fax Number: (513)579-6457
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5135796960
Email: trademarks@kmklaw.com
Correspondent Name: Courtney A. Laginess
Address Line 1: One East Fourth Street
Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	AM5800PG0005
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	01/20/2011

Total Attachments: 5
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source=AerielleTrademark2011#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of December 31, 2010, made by AERIELLE TECHNOLOGIES, INC., a California corporation, (the "Grantor"), in favor of GREAT AMERICAN LIFE INSURANCE COMPANY, an Ohio corporation (the "Secured Party").

RECITALS:

WHEREAS, the Grantor is a party to a Security Agreement dated as of December 31, 2010 (the "Security Agreement") in favor of the Secured Party;

WHEREAS, pursuant to the terms of the Security Agreement, Grantor authorized Secured Party to file this short form agreement with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and as condition precedent to Secured Party's obligations under the Assignment, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of such Grantor:

- (a) trademarks of such Grantor listed on Schedule A attached hereto;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Secured Party shall execute, acknowledge, and deliver to the Grantor

an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section 5, Grantor authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all collateral, whether or not listed on Schedule A.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AERIELLE TECHNOLOGIES, INC.

By: 
Name: Donald Yu
Title: Chief Executive Officer

Accepted and Agreed:

GREAT AMERICAN LIFE INSURANCE COMPANY

By: _____
Name: Mark F. Muething
Title: Executive Vice President and Secretary

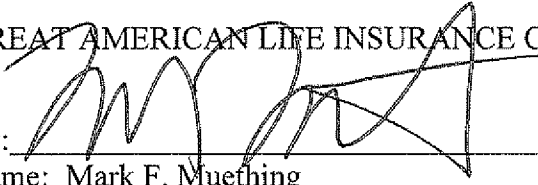
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AERIELLE TECHNOLOGIES, INC.

By: _____
Name: Donald Yu
Title: Chief Executive Officer

Accepted and Agreed:

GREAT AMERICAN LIFE INSURANCE COMPANY

By: 
Name: Mark F. Muething
Title: Executive Vice President and Secretary

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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