

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zenph Sound Innovations, Inc.		10/05/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intersouth Partners VII, L.P. as Lender Representative		
<b>Street Address:</b>	406 Blackwell Street, Suite 200		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Intersouth Partners VII, L.P.		
<b>Street Address:</b>	406 Blackwell Street, Suite 200		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Elliot G. Bossen		
<b>Street Address:</b>	266 Perfect Moment Drive		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Brian M. Cook		
<b>Street Address:</b>	38 Morning Glory Court		
<b>Internal Address:</b>	P O Box 161491		
<b>City:</b>	Big Sky		
<b>State/Country:</b>	MONTANA		

OP \$90.00 3327669

Postal Code:	59716
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3327669	RE-PERFORMANCE
Registration Number:	3175284	ZENPH
Registration Number:	3392543	ZENPH

CORRESPONDENCE DATA

Fax Number: (919)781-4865  
 Phone: 919-781-4000  
 Email: lbailey@wyrick.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Lynette M. Bailey  
 Address Line 1: 4101 Lake Boone Trail, Suite 300  
 Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	19195.20
NAME OF SUBMITTER:	Lynette M. Bailey
Signature:	/Lynette M. Bailey/
Date:	10/12/2011

Total Attachments: 9  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “*Agreement*”), dated as of October 5, 2011, is hereby entered into by and among Zenph Sound Innovations, Inc., a Delaware corporation (the “*Borrower*”), the lenders set forth on Schedule I and Schedule II to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”) (each, a “*Lender*” and sometimes collectively referred to herein as the “*Lenders*”), and Intersouth Partners VII, L.P., as the representative of the Lenders (the “*Lender Representative*”).

### RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the “*Loan*”), which Loan shall be evidenced by Convertible Promissory Notes (the “*Notes*”) issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the “*Collateral*”), executed in connection with the Loan and dated as of the date hereof (the “*Security Agreement*”); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys’ fees if collected by or through an attorney-at-law (collectively the “*Secured Obligations*”); provided, however, that “*Secured Obligations*” shall not include any obligations of Borrower to any Lender in its capacity, as a holder of any of Borrower’s capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term “*Intellectual Property*” shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all

amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment; Waiver. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon each of the Lenders; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then-outstanding Notes shall require the written consent of all such disproportionately affected holders. Notwithstanding anything to the contrary in this Section 5, the Borrower shall be entitled to include additional purchasers of Notes pursuant to the terms of the Purchase Agreement as Lenders party to this Agreement,

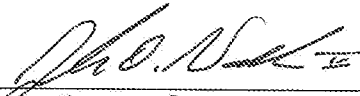
provided that such purchasers shall execute appropriate signature pages to this Agreement and other related agreements. No delay or failure on the part of any Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Lender Representative, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments

*[Signature pages follow.]*

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**BORROWER:**

**ZENPH SOUND INNOVATIONS, INC.**

By:   
Name: John Q. Walker II  
Title: CEO

**LENDER REPRESENTATIVE:**

**INTERSOUTH PARTNERS VII, L.P.**

By: Intersouth Associates VII, LLC  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Member, acting pursuant to Power of  
Attorney

**LENDERS:**

**INTERSOUTH PARTNERS VII, L.P.**

By: Intersouth Associates VII, LLC  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Member, acting pursuant to Power of  
Attorney

Address:

406 Blackwell Street  
Suite 200  
Durham, NC 27701

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**BORROWER:**

**ZENPH SOUND INNOVATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER REPRESENTATIVE:**

**INTERSOUTH PARTNERS VII, L.P.**

By: Intersouth Associates VII, LLC  
its General Partner

By: *Katrin Burt*  
Name: KATRIN BURT  
Member, acting pursuant to Power of  
Attorney

**LENDERS:**

**INTERSOUTH PARTNERS VII, L.P.**

By: Intersouth Associates VII, LLC  
its General Partner

By: *Katrin Burt*  
Name: KATRIN BURT  
Member, acting pursuant to Power of  
Attorney

Address:

406 Blackwell Street  
Suite 200  
Durham, NC 27701

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**LENDERS:**

**ELLIOT G. BOSSEN**



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Elliot G. Bossen

Address:

266 Perfect Moment Drive  
Durham, NC 27713

**BRIAN M. COOK**

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Brian M. Cook

Address:

12 Lyndhurst Road  
London NW3 5NL  
England



This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**LENDERS:**

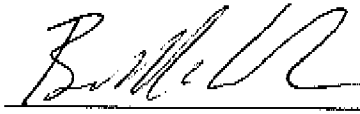
**ELLIOT G. BOSSEN**

\_\_\_\_\_  
Elliot G. Bossen

Address:

266 Perfect Moment Drive  
Durham, NC 27713

**BRIAN M. COOK**

  
\_\_\_\_\_  
Brian M. Cook

Address:

~~12 Lyndhurst Road  
London NW3 5NL  
England~~      38 Morning Glory Court  
PO Box 161491  
Big Sky, MT 59716-1491

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**Patents:**

<b>Title &amp; Docket Name</b>	<b>Country/Origin</b>	<b>Date of Filing/ Issuance</b>	<b>Patent/ Application Number</b>	<b>Owned/Licensed</b>
Methods, systems, and computer program products for detecting musical notes in an audio signal	US	10/6/09	(P) US – 7,598,447	Owned
Methods, systems, and computer program products for detecting musical notes in an audio signal	US	8/30/11	(P) US – 8,008,566	Owned
Methods, systems, and computer program products for detecting musical notes in an audio signal	Canada	9/27/05	2585467	Owned
Methods, systems, and computer program products for detecting musical notes in an audio signal	European Patent Convention	9/27/05	05807553.2	Owned
Methods, systems, and computer program products for detecting musical notes in an audio signal	Japan	9/27/05	2007538927	Owned
Methods, systems, and computer program products for regenerating audio performances	US	3/20/09	US –12/407,860 Notice of allowance received	Owned
Device for Controlling A Musical Performance (Timewarp)	US	6/1/99	(P) US – 5,908,996	Owned
Method and Apparatus for Real-Time Correlation of a Performance To a Musical Score (Timewarp)	US	9/14/99	(P) US – 5,952,597	Owned
Method and Apparatus for Real-Time Correlation of a Performance To a Musical Score (Timewarp)	US	8/22/00	(P) US – 6,107,559	Owned
Method and Apparatus for Real-Time Correlation of a Performance To a Musical Score (Timewarp)	US	12/6/00	(P) US – 6,166,314	Owned

(P) denotes patent

**Trademarks:**

**RE-PERFORMANCE**

UNITED STATES REGISTERED ZEN.21002 4/19/2006 78/864,640 10/30/2007 3,327,669  
10/30/2013 *AFFIDAVIT OF USE*

**ZENPH**

AUSTRALIA ZEN.21003AUSM 1/19/2007 915132 1/19/2007 1167709 REGISTERED  
1/19/2013 *PROOF OF USE*

CANADA ZEN.21003CAN 1/12/2007 1,331,228 3/6/2008 709005 REGISTERED  
3/6/2014 *PROOF OF USE*

CHINA ZEN.21003CNM 1/19/2007 915132 1/19/2007 915132 REGISTERED

EUROPEAN UNION ZEN.21003EUM 1/19/2007 915132 1/19/2007 915132 REGISTERED  
1/19/2012 *PROOF OF USE*

JAPAN ZEN.21003JPNM 1/19/2007 915132 1/19/2007 915132 REGISTERED

SOUTH KOREA ZEN.21003KRM 1/19/2007 915132 1/19/2007 915132 REGISTERED

UNITED STATES ZEN.21001 3/18/2005 78/590,823 11/21/2006 3,175,284 REGISTERED  
11/21/2012 *AFFIDAVIT OF USE*

UNITED STATES ZEN.21003 1/8/2007 77/078,270 3/4/2008 3,392,543 REGISTERED  
3/4/2014 *AFFIDAVIT OF USE*

WIPO ZEN.21003WIPO 1/19/2007 915132 REGISTERED09  
1/19/2012 *DEPENDENCY PRD ENDS*