

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Personics Holdings, Inc.		04/18/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Staton Family Investments, Ltd.
Street Address:	6800 Broken Sound Parkway, Suite 200
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	77965701	ICOMM
Serial Number:	85565422	DREAMBUDS
Serial Number:	78470686	HEAR DIFFERENTLY

<b>CORRESPONDENCE DATA</b>	
Fax Number:	5616596313
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	561-653-5000
Email:	ip@akerman.com, peter.chiabotti@akerman.com, angela.martin@akerman.com
Correspondent Name:	Akerman Senterfitt
Address Line 1:	P.O. Box 3188
Address Line 4:	West Palm Beach, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	0268264
NAME OF SUBMITTER:	Peter A. Chiabotti

CH \$90.00 77965701

Signature:	/Peter A. Chiabotti/
Date:	04/19/2013
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18<sup>th</sup> day of April, 2013, by Personics Holdings, Inc., a Delaware corporation (the "Company"), in favor of Staton Family Investments, Ltd. ("Holdings"), as secured party under the below-described Security Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement of even date herewith (the "Purchase Agreement") by and between the Company and Holdings, the Company has agreed to issue to Holdings a certain note and warrant as further described therein (the "Note" and "Warrant," respectively), and

WHEREAS, in order to induce Holdings to enter into the Purchase Agreement and to make the loan evidenced by the Note, the Company has executed and delivered to Holdings that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Company is required to execute and deliver to Holdings this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

7. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

8. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Company hereby grants to Holdings, subject only to Permitted Liens, a continuing first priority security interest in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including any claim by the Company against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

9. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interests created hereby secures the payment and performance of the Indebtedness and Obligations, whether now existing or arising hereafter, whether or not they are unenforceable or not allowable due to the existence of an insolvency or bankruptcy proceeding involving the Company.

10. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Holdings pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Holdings with respect to its security interests in the Trademark Collateral 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.

11. AUTHORIZATION TO SUPPLEMENT. If the Company shall obtain rights to any new or derivative trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Company shall give prompt notice in writing to Holdings with respect to any such new or derivative trademarks or renewal or extension of any trademark registration. Without limiting Holding's obligations under this Section 5, the Company hereby authorizes Holdings unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Company. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or to amend Schedule I shall in any way affect, invalidate or detract from any Holding's continuing security interest in all Collateral, whether or not listed on Schedule I.

12. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

PERSONICS HOLDINGS, INC.

By: 

Name: STEVE GOLDSTEIN

Title: PRESIDENT

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 005010 FRAME: 0486

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

COUNTRYID	TMARK	APPNO	FILE
US	iComm	77/965,701	3 /23/2010
US	DREAMBUDS	85/565,422	3 /9 /2012
US	Hear Differently	78/470,686	8 /20 /2004

Trade Names

Personics  
Hearium  
Hearium Labs

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A

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