

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
Dynavox Systems LLC		04/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3758803	LIFEMATE	
Registration Number:	4098800		
Registration Number:	4095932		
Registration Number:	3928690	DYNASKIN	
Registration Number:	4004713	MAESTRO	
Registration Number:	3975711	DYNAVOX V+	
Registration Number:	3975712	DYNAVOX VMAX+	
Registration Number:	3821423	ADAPTEDLEARNING.COM	
Registration Number:	3774802	DYNAVOX M3	
Registration Number:	3774803	DYNAVOX V	
Registration Number:	3774804	DYNAVOX VMAX	
Registration Number:	3774805	DYNAVOX EYEMAX	
Registration Number:	4075648	DYNAVOX M3MAX	
Registration Number:	3911919	CONNECTIT	

TRADEMARK

Registration Number:	3732721	DYNAVOX XPRESS
Serial Number:	85801731	DYNAVOX PATHWAYS

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	215434-163
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/03/2013

Total Attachments: 6

source=Trademark Security Agreement - Dynavox Systems#page1.tif
source=Trademark Security Agreement - Dynavox Systems#page2.tif
source=Trademark Security Agreement - Dynavox Systems#page3.tif
source=Trademark Security Agreement - Dynavox Systems#page4.tif
source=Trademark Security Agreement - Dynavox Systems#page5.tif
source=Trademark Security Agreement - Dynavox Systems#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of April, 2013 by DYNAVOX SYSTEMS LLC, a Delaware limited liability company ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Third Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates in its entirety that certain Second Amended and Restated Credit Agreement dated as of June 13, 2006 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Existing Credit Agreement"), which amends and restates in its entirety that certain Amended and Restated Credit Agreement dated as of May 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Amended and Restated Credit Agreement"), which amends and restates in its entirety that certain Credit Agreement dated as of May 13, 2004 (as amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the "Original Credit Agreement") by and among Grantor, Grantee and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, as security for the payment, performance and observance of Grantor's obligations under the Original Credit Agreement, Grantor executed and delivered that certain Security Agreement dated as of May 13, 2004 by and between Grantor and Grantee (as amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Original Credit Agreement;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Grantor has reaffirmed all of its grants and obligations under the Security Agreement pursuant to that certain Third Master Reaffirmation and Amendment to Financing Documents of even date herewith by and among Grantor, the other Credit Parties party thereto and Grantee, and agreed that the Security Agreement secures Grantor's Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

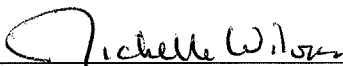
(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and Proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DYNAVOX SYSTEMS LLC, a Delaware limited liability company

By: 
Name: Michelle Wilver
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.),
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DYNAVOX SYSTEMS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.),
as Agent

By:  _____

Name: Jay W. Putt
Title: Duly Authorized Signatory

Schedule A to Trademark Security Agreement (Borrower)

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
Dynavox Systems LLC	LIFEMATE	7358803 - 3758803	3/9/10
Dynavox Systems LLC	Design Only	4098800	2/14/12
Dynavox Systems LLC	Design Only	4095932	2/7/12
Dynavox Systems LLC	DYNASKIN	3928690	3/8/11
Dynavox Systems LLC	MAESTRO	4004713	8/2/11
Dynavox Systems LLC	DYNAVOX V+	3975711	6/7/11
Dynavox Systems LLC	DYNAVOX VMAX+	3975712	6/7/11
Dynavox Systems LLC	ADAPTEDLEARNING.COM	3821423	7/20/10
Dynavox Systems LLC	DYNAVOX M3	3774802	4/13/10
Dynavox Systems LLC	DYNAVOX V	3774803	4/13/10
Dynavox Systems LLC	DYNAVOX VMAX	3774804	4/13/10
Dynavox Systems LLC	DYNAVOX EYEMAX	3774805	4/13/10
Dynavox Systems LLC	DYNAVOX M3MAX	4075648	12/27/11

Schedule A to Trademark Security Agreement (Borrower)

Dynavox Systems
LLC

CONNECTIT

3911919

1/25/11

Dynavox Systems
LLC

DYNAVOX XPRESS

3732721

12/29/09

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Title</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
Dynavox Systems LLC	DYNAVOX PATHWAYS	85801731	12/13/12