

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
DPI, Inc.		11/08/2013	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	J.P. Morgan Chase Bank, N.A.
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association, Administrative Agent: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85785303	BLUEPHORIA
Serial Number:	85806453	WEATHERX
Registration Number:	1429921	CENTURION
Registration Number:	4053982	CULINAIR BY DPI
Registration Number:	2656489	GPX
Registration Number:	2728063	GP GPX
Registration Number:	1085908	GRAN PRIX
Registration Number:	4277338	GROOVETUNES
Registration Number:	3764712	INTELLI SET
Registration Number:	4245561	SPORTX
Registration Number:	3071820	SPORTX
Registration Number:	4245563	SPORTX
Registration Number:	3071821	SPORTX
Registration Number:	1778287	YORX

CH \$415.00 85785303

Registration Number:	4243829	ZEKI
Registration Number:	3506684	ZLIVE

CORRESPONDENCE DATA

Fax Number: 3142592020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-259-2000
Email: susan.murphy@bryancave.com
Correspondent Name: BRYAN CAVE LLP
Address Line 1: 211 North Broadway, Suite 3600
Address Line 2: c/o Matthew G. Minder
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0359829
NAME OF SUBMITTER:	Matthew G. Minder
Signature:	/Matthew G. Minder/
Date:	11/14/2013

Total Attachments: 9
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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2013, by DPI, INC., a Missouri corporation ("Grantor") in favor of J.P. MORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantor, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of November 8, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Patent and Trademark Security Agreement in order to induce the Lenders to enter into and extend credit to DPI, Inc. under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") in which the Grantor agreed, among other things, to grant to the Administrative Agent a security interest in its intellectual property including a security interest in its patent and/or trademark licenses (to the extent that such patent and/or trademark licenses are not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means all inventions (whether or not patentable), patent rights, shop rights, letters patent of the United States and other countries, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (a) all patent registrations, applications and recordings whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or any international agreement, or otherwise, and (b) all reissues, renewals, reexaminations, continuations, continuations-in-part, extensions, supplementary protection certificates, provisionals, and divisionals thereof.

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act or a "Statement of Use" pursuant to Section 1(d) of the Lanham Act with respect thereto), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or any international

agreement, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Patent and Trademark License” means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Patent and/or any Trademark.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral.

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants a continuing and unconditional security interest to the Administrative Agent, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the “Patent and Trademark Collateral”):

(a) all of its Patents, Trademarks, and Patent and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, and each Patent and Trademark License; and

(d) all products, proceeds, rents, profits, and royalties of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Patent, Trademark or any right under any Patent and Trademark License or (ii) injury to the goodwill associated with any Patent, Trademark or any Patent and Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by the Grantor that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks or Patent and Trademark Licenses, and shall hold the Administrative Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Administrative Agent’s interest in such Patents, Trademarks or Patent and Trademark Licenses or any other action or failure to act in connection with this Patent and Trademark Security Agreement. The Grantor shall remain liable for any and all claims by any Person that the conduct of the Grantor’s business or products or processes of the Grantor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and 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. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. Termination of Security Interest in Patent and Trademark Collateral. Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Agent shall release (or cause to be so released), without recourse upon or warranty by the Administrative Agent,

and at the sole expense of the Grantor, to the Grantor, against receipt therefor, all of the Administrative Agent's rights and interests in the Patent and Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Agent pursuant to the terms of the Security Agreement and not theretofore released to the Grantor, together with appropriate instruments of release.

SECTION 6. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent and Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 7. Notices. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 9.01 of the Credit Agreement.

SECTION 8. Modifications. This Patent and Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Administrative Agent.

SECTION 9. 8.21. Oral Agreements. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

SECTION 10. Applicable Law. **THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MISSOURI, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

[Signature page follows.]

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

DPI, INC.

By: Paul Green
Name: Paul Green
Title: CFO

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Pamela D. Eskra
Title: Authorized Officer


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

DPI, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

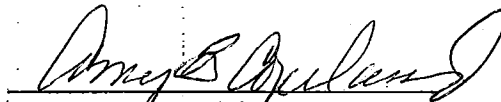
By: 
Name: Pamela D. Eskra
Title: Authorized Officer

ACKNOWLEDGEMENT OF GRANTOR

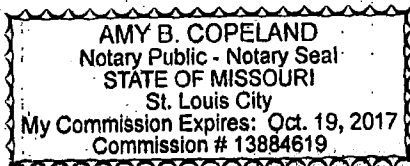
STATE OF Missouri)
of City) ss.
COUNTY OF St. Louis)

On this 8th day of November, 2013, before me personally appeared Paul Green to me personally known, who, being by duly sworn, did say that he is the CFO of DPI, INC., a Missouri corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said CFO acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.


Notary Public

My Commission expires: 10/19/17



SCHEDULE I

TRADEMARK APPLICATIONS:

LOAN PARTY OR SUBSIDIARY	TRADEMARK	FILING DATE	APPLICATION NUMBER	PUBLICATION DATE	STATUS	COUNTRY
DPI, Inc.	BLUEPHORIA	November 21, 2012	85/785303	April 23, 2013	Allowed	USA
DPI, Inc.	WEATHERX	December 19, 2012	85/806453	N/A	Pending	USA

REGISTERED TRADEMARKS:

LOAN PARTY OR SUBSIDIARY	TRADEMARK	REGIS. DATE	REGIS. NUMBER	RENEWAL DATE	COUNTRY
DPI, Inc.	CENTURION	March 25, 1994	TMA425762	March 25, 2024	Canada
DPI, Inc.	CENTURION	February 24, 1987	1429921	February 24, 2017	USA
DPI, Inc.	CULINAIR BY DPI (stylized and/or with design)	November 8, 2011	4053982	November 8, 2021	USA
DPI, Inc.	GPX	December 3, 2002	2656489	December 3, 2022	USA
DPI, Inc.	GPX & Design	September 8, 2006	TMA672169	September 8, 2021	Canada
DPI, Inc.	GPX & Design	May 28, 2004	833689	August 27, 2023	Mexico
DPI, Inc.	GPX & Design	May 20, 2004	832208	August 27, 2023	Mexico
DPI, Inc.	GPX AND DESIGN (NEW LOGO)	June 17, 2003	2728063	June 17, 2023	USA
DPI, Inc.	GRAN PRIX	February 21, 1978	1085908	February 21, 2018	USA
DPI, Inc.	GROOVETUNES	January 15, 2013	4277338	January 15, 2023	USA
DPI, Inc.	ILIVE	June 2, 2008	TMA715670	June 2, 2023	Canada
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	July 17, 2007	992927	April 19, 2016	Mexico
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	August 25, 2006	948722	July 2016	Mexico
DPI, Inc.	ILIVE & Design	April 24, 2009	TMA738838	April 24, 2024	Canada
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	May 28, 2008	1042002	April 27, 2016	Mexico
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	September 21, 2006	953747	July 28, 2016	Mexico
DPI, Inc.	INTELLI SET	March 23, 2010	3764712	March 23, 2020	USA
DPI, Inc.	IREV	August 13, 2007	005332978	September 22, 2016	European

					Community
DPI, Inc.	IREV	March 26, 2007	978497	September 27, 2016	Mexico
DPI, Inc.	SPORTX	November 20, 2012	4245561	November 20, 2022	USA
DPI, Inc.	SPORTX	March 21, 2006	3071820	March 21, 2016	USA
DPI, Inc.	SPORTX (stylized and/or with design)	November 20, 2012	4245563	November 20, 2022	USA
DPI, Inc.	SPORTX (stylized or with design)	March 21, 2006	3071821	March 21, 2016	USA
DPI, Inc.	YORX	October 25, 1993	444902	April 14, 2018	Mexico
DPI, Inc.	YORX (Stylized)	October 21, 2008	1067701	July 3, 2019	Mexico
DPI, Inc.	YORX and Design	September 8, 2006	TMA672170	September 8, 2021	Canada
DPI, Inc.	YORX AND DESIGN	June 22, 1993	1778287	June 22, 2023	USA
DPI, Inc.	ZEKI	November 13, 2012	4243829	November 13, 2022	USA
DPI, Inc.	ZLIVE	May 8, 2007	TMA687225	May 8, 2022	Canada
DPI, Inc.	ZLIVE	July 3, 2007	005332812	September 22, 2016	European Community
DPI, Inc.	ZLIVE	February 16, 2007	972619	September 27, 2016	Mexico
DPI, Inc.	ZLIVE	September 23, 2008	3506684	September 23, 2018	USA

TRADE NAMES

LOAN PARTY OR SUBSIDIARY	TRADE NAME(S)
DPI, Inc.	GPX iLIVE iLIVE Blue WeatherX Culinair ZEKI Digital Products International, Inc.

PATENTS:

LOAN PARTY OR SUBSIDIARY	TITLE	ISSUED DATE	EXPIRATION DATE	REGIS. NO.	COUNTRY
DPI, Inc.	DIGITAL RECORDINGS PLAYER	April 30, 2002	April 30, 2016	D456381	USA
DPI, Inc.	COMPACT DISC PLAYER	January 17, 2006	January 17, 2020	D513610 S	USA
DPI, Inc.	HEADPHONE	March 1, 2005	March 1, 2019	D502463 S	USA

LICENSE AGREEMENTS:

LOAN PARTY OR SUBSIDIARY	NAME OR TYPE OF AGREEMENT	DATE OF AGREEMENT	PARTIES TO AGREEMENT
DPI, Inc.	MPEG-2 Patent Portfolio License	November 25, 2009	DPI, Inc. and MPEG LA, LLC
DPI, Inc.	ATSC Patent Portfolio License	October 28, 2010	DPI, Inc. and MPEG, LA, L.L.C.
DPI, Inc.	Authorized Re-seller Agreement for DVD-Video Players and DVD-ROM Players	July 1, 2009	DPI, Inc. and Koninklijke Philips Electronics N.V.
DPI, Inc.	Made for iPod License iPhone Supplement to Contract #C56-06-00352	March 30, 2009	DPI, Inc. and Apple Inc.
DPI, Inc.	Made for iPod License, Contract #C56-06-00352	March 29, 2006	GPX, Inc. (n/k/a DPI, Inc.) and Apple Inc.