TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DPI, Inc.		10/28/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Molag DPI, LLC, as Administrative Agent
Street Address:	701 West Main Street
City:	Jefferson City
State/Country:	MISSOURI
Postal Code:	65102
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
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:	4509032	WEATHERX
Registration Number:	1778287	YORX
Registration Number:	4243829	ZEKI

OP $365.00 1429921

CORRESPONDENCE DATA

Fax Number: 3146127874

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

Phone: 314-444-7600

Email: tbranson@lewisrice.com

Correspondent Name:	Terri Branson
Address Line 1:	600 Washington Ave., Suite 2500
Address Line 2:	Lewis, Rice & Fingersh, L.C.
Address Line 4:	St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	119908.62023
NAME OF SUBMITTER:	Terri Branson
SIGNATURE:	/Terri Branson/
DATE SIGNED:	10/28/2014

Total Attachments: 8

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 28, 2014 AMONG JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT FOR THE SENIOR SECURED PARTIES, MOLAG DPI, LLC, AS ADMINISTRATIVE AGENT FOR THE SUBORDINATED SECURED PARTIES AND DPI, INC.; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2014 by DPI, INC., a Missouri corporation ("Grantor") in favor of MOLAG DPI, LLC, a Missouri limited liability company, 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 Senior Subordinated Credit Agreement dated as of October 28, 2014 (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 Grantor 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 Senior Subordinated 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 to the Administrative Agent a continuing and unconditional Lien and security interest, junior in priority only to the Lien and security interests of the Senior Lender securing the Senior Debt, on and in all of the Grantor's 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

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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. **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.**

[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:

MOLAG DPI, LLC

By: Missouri Local Government Employees Retirement System, its sole member

By: _____
Brian K. Collett
Chief Investment Officer

[Signature Page to Senior Subordinated Patent and Trademark Security Agreement]

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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:

MOLAG DPI, LLC

By: Missouri Local Government Employees Retirement System, its sole member

By: _____
Brian K. Collett
Chief Investment Officer

[*Signature Page to Senior Subordinated Patent and Trademark Security Agreement*]

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SCHEDULE I

TRADEMARK APPLICATIONS:

None.

REGISTERED TRADEMARKS:

Name of Grantor	Trademark Name	Registration Date	Registration Number
DPI, Inc.	CENTURION	03/25/1994	TMA425762
DPI, Inc.	CENTURION	02/24/1987	1429921
DPI, Inc.	CULINAIR BY DPI (stylized and/or with design)	11/08/2011	4053982
DPI, Inc.	GPX	12/03/2002	2656489
DPI, Inc.	GPX & Design	09/08/2006	TMA672169
DPI, Inc.	GPX and Design	05/28/2004	833689
DPI, Inc.	GPX and Design	05/20/2004	832208
DPI, Inc.	GPX AND DESIGN (NEW LOGO)	06/17/2003	2728063
DPI, Inc.	GRAN PRIX	02/21/1978	1085908
DPI, Inc.	GROOVETUNES	01/15/2013	4277338
DPI, Inc.	ILIVE	06/02/2008	TMA715670
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	07/17/2007	992927
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE	08/25/2006	948722
DPI, Inc.	ILIVE & Design	04/24/2009	TMA738838
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	05/28/2008	1042002
GPX, Inc. (n/k/a DPI, Inc.)	ILIVE & Design	09/21/2006	953747
DPI, Inc.	INTELLI SET	03/23/2010	3764712
DPI, Inc.	IREV	08/13/2007	005332978
DPI, Inc.	IREV	03/26/2007	978497
DPI, Inc.	SPORTX	11/20/2012	4245561
DPI, Inc.	SPORTX	03/21/2006	3071820
DPI, Inc.	SPORTX (stylized and/or with design)	11/20/2012	4245563
DPI, Inc.	SPORTX (stylized or with design)	03/21/2006	3071821
DPI, Inc.	WEATHERX	04/08/2014	4509032
DPI, Inc.	YORX	10/25/1993	444902
DPI, Inc.	YORX (Stylized)	10/21/2008	1067701
DPI, Inc.	YORX and Design	09/08/2006	TMA672170
DPI, Inc.	YORX AND DESIGN	06/22/1993	1778287

DPI, Inc.	ZEKI	11/13/2012	4243829
DPI, Inc.	ZLIVE	05/08/2007	TMA687225
DPI, Inc.	ZLIVE	07/03/2007	005332812
DPI, Inc.	ZLIVE	02/16/2007	972619

TRADE NAMES:

Name of Grantor	Trade Name(s)
DPI, Inc.	GPX iLIVE iLIVE Blue WeatherX Culinair ZEKI Digital Products International Digital Products International, Inc. Gran-Prix Electronics Yorx Electronics

PATENT APPLICATIONS:

None.

PATENTS:

Name of Grantor	Patent Description	Patent Number	Issue Date
DPI, Inc.	DIGITAL RECORDINGS PLAYER	D456381	04/30/2002
DPI, Inc.	COMPACT DISC PLAYER	D513610 S	01/17/2006
DPI, Inc.	HEADPHONE	D502463 S	03/01/2005

LICENSE AGREEMENTS:

Name of Grantor	Name 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.	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 Computer, Inc.
DPI, Inc.	Bluetooth Patent/Copyright License Agreement	March 17, 2014	DPI, Inc. and Bluetooth SIG, Inc.

DPI, Inc.	Bluetooth Trademark License Agreement	March 17, 2014	DPI, Inc. and Bluetooth SIG, Inc.