

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
Mayer-Johnson LLC	FORMERLY known as MJ1-LLC	05/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78441513	SPEAKING DYNAMICALLY PRO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	05/13/2005		

CH \$40.00 78441513

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying
MAYER-JOHNSON LLC, formerly known as MJ1-LLC

- Individual(s)
- General Partnership
- Corporation-State **DE**
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving

**Merrill Lynch Capital, a division of Merrill Lynch
Business Financial Services Inc., as Agent**

Internal Address: _____

Street Address : **222 North LaSalle Street**

City: **Chicago** State: **IL** Zip: **60601**

Individual(s) citizenship _____

Association _____

General _____

Limited _____

Corporation State **DE**

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **May 5, 2005**

4. Application number(s) or trademark

A. Trademark Application No.(s)
78/441,513

B. Trademark Registration

Additional numbers attached? **NO**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **RAKHEE VERMA**
c/o KATTEN MUCHIN ROSENMAN LLP

Street Address: **525 West Monroe**
Suite 1800

City: **Chicago** Stat **IL** ZIP **60661**

6. Total number of applications and registrations 1

7. Total fee (37 CFR) \$ **40.00**

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

RAKHEE VERMA
Name of Person


Signature

May 10, 2005
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of May, 2005 by MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC ("Grantor") in favor of Merrill Lynch Capital, a division of 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, DynaVox Systems, LLC, a Delaware limited liability company ("Borrower") and Grantee are parties to that certain 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 Credit Agreement dated as of May 13, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") by and among Grantor, Grantee and the financial institutions from time to time party thereto as "Lenders";

WHEREAS, Grantor agreed to guaranty all of the Obligations of Borrower under the Existing Credit Agreement pursuant to that certain Guaranty dated as of May 13, 2004 (the "Guaranty") by and among Grantor, the other guarantors party thereto and Grantee;

WHEREAS, as security for Grantor's obligations under the Guaranty, Grantor previously executed and delivery that certain Security Agreement of even date herewith by and among Grantor, the other debtors party thereto and Grantee (as amended, restated, supplemented 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 Guaranty;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Grantor has reaffirmed all of its grants and obligations under the Guaranty and the Security Agreement pursuant to that certain 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 under the Credit Agreement;

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.

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

MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC

By: DynaVox Systems LLC, its sole member

By: *[Signature]*
Name: Joe Neil Swenson
Title: President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of 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.

MAYER-JOHNSON LLC, a Delaware limited liability company formerly known as MJ1-LLC

By: DynaVox Systems LLC, its sole member

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: Clare Bailhe
Name: Clare Bailhe
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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None.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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SPEAKING DYNAMICALLY PRO	78/441,513	6/25/2004
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