

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonic Network, Inc.		01/24/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Sonivox, L.P.		
Composed Of:	COMPOSED OF Sonivox GP, LLC is the General Partner (Florida LLC)		
Street Address:	200 Scenic View Drive		
Internal Address:	Suite 201		
City:	Cumberland		
State/Country:	RHODE ISLAND		
Postal Code:	02864		
Entity Type:	LIMITED PARTNERSHIP: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3275012	SONIVOX	
Registration Number:	2379958	SONIC IMPLANTS	
Registration Number:	3711392	DVI	
CORRESPONDENCE DATA			
Fax Number:	(401)455-0701		
Phone:	401-455-0700		
Email:	trademarks@duffysweeney.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael F. Sweeney, Esq.		
Address Line 1:	One Financial Plaza		
Address Line 2:	Suite 1800		
Address Line 4:	Providence, RHODE ISLAND 02906		
ATTORNEY DOCKET NUMBER:	NUMARK/SONIVOX		

TRADEMARK

NAME OF SUBMITTER:	/Michael F. Sweeney/
Signature:	/Michael F. Sweeney, Esq. /
Date:	02/01/2012
Total Attachments: 4 source=Sonivox - Sonic Network Assignment 1-24-2012#page1.tif source=Sonivox - Sonic Network Assignment 1-24-2012#page2.tif source=Sonivox - Sonic Network Assignment 1-24-2012#page3.tif source=Sonivox - Sonic Network Assignment 1-24-2012#page4.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "**Agreement**") dated as of January 24, 2012, from **Sonic Network, Inc.**, an Illinois corporation ("**Assignor**") to **Sonivox, L.P.**, a Florida limited partnership ("**Assignee**").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the good will together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

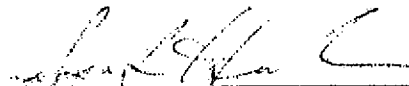
And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

And each of the parties hereto agrees and acknowledges that none of the terms, provisions or conditions of that certain Asset Purchase Agreement dated as of January __, 2012 by and between Assignor and Assignee shall be deemed to be modified, superseded, enlarged or otherwise altered in any way by this Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.


ASSIGNOR

Sonic Network, Inc.

By: 
Name: Jennifer Hruska
Title: President

STATE OF MA
COUNTY OF Middlesex

On this 3rd day of January, 2012, before me, the undersigned notary public, personally appeared Jennifer Hruska, President of Sonic Network, Inc., proved to me through satisfactory evidence of identification, which was Direct License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as President of Sonic Network, Inc.



Notary Public: Adelia Silva
My Commission Expires: July 6, 2012

[Trademark Assignment Signature Page -- Assignor]

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

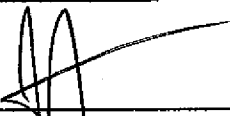
ASSIGNEE:

SONIVOX, L.P.
By: SONIVOX GP, LLC,
General Partner

By: 
Name: PAUL R. ANTROP
Title: EXECUTIVE V.P.

STATE OF Rhode Island
COUNTY OF Providence

On this 21 day of January, 2012, before me, the undersigned notary public, personally appeared ^{Paul R. Antrop} ~~John E. O'Donnell~~, [E.V.P.] of [Sonivox GP LLC], proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as ^{E.V.P.} ~~Manager~~ of [Sonivox LP LLC].


Notary Public: Jathoo C. 1/11
My Commission Expires: 1/31/17

[Trademark Assignment Signature Page – Assignee]

EXHIBIT A

Registrations

Mark	Country	Reg. No.	Registration Date	Expiration Date	Owner
SONIVOX	United States	3,275,012	August 7, 2007	August 7, 2017	Sonic Network, Inc.
SONIC IMPLANTS	United States	2,379,958	August 22, 2000	August 22, 2020	Sonic Network, Inc.
DVI	United States	3,711,392	November 17, 2009	November 17, 2019	Sonic Network, Inc.