

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
ION AUDIO, LLC		07/29/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Front Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3527477	DESK ROCKER
Serial Number:	85173872	HEAR NO EVIL
Serial Number:	77564511	HIP NOTE
Serial Number:	77564558	INJECTOR
Registration Number:	2989365	ION
Registration Number:	3034143	ION
Registration Number:	2989383	ION
Serial Number:	85174068	ION HEALTH
Registration Number:	3604633	LP2FLASH
Serial Number:	77564589	LP2GO
Registration Number:	3664642	LPDOCK
Registration Number:	3596835	TAPE2PC
Registration Number:	3612349	U-RECORD

CH \$340.00 3527477

CORRESPONDENCE DATA

Fax Number: (508)929-3093
Phone: (508) 791-3511
Email: trademark@bowditch.com

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

Correspondent Name: Bowditch & Dewey, LLP
Address Line 1: 311 Main Street
Address Line 2: Michele J. Young
Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER:	060808-0529
NAME OF SUBMITTER:	Marie LoPresti
Signature:	/Marie LoPresti/
Date:	11/18/2011

Total Attachments: 14

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SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of the 29th day of July, 2011 by and between **ION AUDIO, LLC**, a Florida limited liability company with its principal place of business at 866 N.E. 20th Avenue, Fort Lauderdale, FL 33304 ("ION") and **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Front Street, Worcester, Massachusetts 01608 (the "Bank"). This IP Agreement amends and restates an Amended and Restated Intellectual Property Security Agreement dated as of May 28, 2008 and by and between ION and the Bank.

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations (the "Loans") to each of ION, Numark Industries, L.P. ("Numark"), Numark International, Inc. ("International"), InMusic, LLC ("InMusic"), MixMeister Technology, LLC ("MixMeister"), ALTO Professional, LLC ("ALTO"), Jet Leasing Services II, LLC ("Jet Leasing"), Del Jet Leasing Services, LLC ("Del Jet"), ION Health, LLC ("ION Health"), The DJStore, L.P. ("DJStore"), DJStore Management, LLC ("DJStore Management") and John Eliot, Ltd. ("Eliot") (Numark, ION, International, InMusic, MixMeister, ALTO, Jet Leasing, Del Jet, ION Health, DJStore, DJStore Management and Eliot individually a "Borrower" and collectively the "Borrowers"), pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith by and among Borrowers and Bank (as may be amended from time to time, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Bank is willing to enter into certain financial accommodations with Borrowers, but only upon the condition, among others, that ION shall grant to Bank a continuing security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrowers under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, ION has granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of ION's Indebtedness (as defined below), ION hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of its present or future indebtedness, obligations and liabilities to Bank (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, ION hereby grants a continuing security interest in all of its right, title and interest in, to and

under its intellectual property collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to ION now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections now or hereafter existing, created, acquired or held, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, now or hereafter existing, created, acquired or held and the entire goodwill of the business of ION connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. ION authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement or evidence of same.

3. Covenants and Warranties. ION represents, warrants, covenants and agrees as follows:

(a) It is now the sole owner of the registered Intellectual Property Collateral except for non-exclusive licenses granted by it to its customers in the ordinary course of business, and with respect to unregistered Intellectual Property, unless Bank is notified otherwise by ION, its use thereof remains unchallenged;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which it is bound except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;

(c) During the term of this IP Agreement, ION will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by ION in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) ION shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of ION in or to any Trademark, Patent, Copyright or Mask Work specified in this IP Agreement;

(f) ION shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights and Mask Works and promptly advise Bank in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights and Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless ION determines that reasonable business practices suggest that abandonment is appropriate;

(g) ION shall promptly register the most recent version of any of its Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time ION first has rights in such after-acquired Intellectual Property Collateral in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by ION of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by ION in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of ION with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) ION shall not enter into any agreement that would materially impair or conflict with its obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. ION shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in ION's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer or manager of ION obtaining actual knowledge thereof, ION will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of ION to dispose of any material Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at ION's sole expense, any actions that ION is required under this IP Agreement to take but which ION fails to take, after ten (10) days' notice to ION. ION shall reimburse and indemnify Bank for all

reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. ION hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to ION, any of ION's plants and facilities that manufacture, install or store products (or that have done so during the prior twelve-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to ION and as often as may be reasonably requested, but not more than once in every twelve (12) months; provided, however, nothing herein shall entitle Bank access to ION's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, ION will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) ION hereby irrevocably appoints Bank as its attorney-in-fact, with full authority in the place and stead of ION and in the name of ION, Bank or otherwise, from time to time in Bank's discretion, upon ION's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Section 6 of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining ION's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by ION after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works in which ION no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of ION where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement: (a) An Event of Default beyond any applicable grace or cure period occurs and is continuing under the Loan Agreement or any document from

Borrowers to Bank, or (b) ION breaches any warranty or agreement made by ION in this IP Agreement and such breach threatens to have or results in a material adverse effect upon any of the Intellectual Property Collateral.

8. Remedies. Upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter, Bank shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require ION to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a non-exclusive, royalty-free license to use the Copyrights, Patents, Trademarks and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default beyond any applicable grace or cure period and at any time thereafter. ION will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. ION agrees to defend, indemnify and hold harmless Bank and its officers, employees and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and ION, whether under this IP Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as ION shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to ION all deeds, assignments and other instruments as may be necessary or proper to reinvest in ION full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. ION AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS IP AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON ION BY MAIL AT THE ADDRESS SET FORTH IN THIS IP AGREEMENT. ION HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

16. **JURY TRIAL WAIVER.** ION AND THE BANK (BY ACCEPTANCE OF THIS IP AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES (AS DEFINED IN THE LOAN AGREEMENT) OR ANY SECURITY DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THIS IP AGREEMENT, THE LOAN AGREEMENT, THE NOTES OR ANY OF THE SECURITY DOCUMENTS, AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, ION HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ION CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS IP AGREEMENT AND MAKE THE LOANS.

17. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's subsidiaries or affiliates in connection with their present or prospective business relations with ION; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that prior to the occurrence of an Event of Default, Bank shall require that such prospective transferees or purchasers exercise the same standard of care as the Bank is required to hereunder; (iii) as required by law, regulation, subpoena or other order; (iv) as required in connection with Bank's examination or audit; and (v) as Bank considers

appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

*THIS SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE*

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

ION AUDIO, LLC


By **NUMARK INDUSTRIES, L.P.**,

Its Manager,


By **NUMARK INTERNATIONAL, INC.**,


Its General Partner


Witness

By: 
Name: Paul R. Antrop
Title: Executive Vice President

BANK OF AMERICA, N.A.


Witness

By: 
Name: Todd R. Mandella
Title: Vice President

STATE OF RHODE ISLAND

Providence County

On this 29 day of July, 2011, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Numark International, Inc., the General Partner of Numark Industries, L.P., the Manager of ION Audio, LLC, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Vice President of Numark International, Inc., the General Partner of Numark Industries, L.P., the Manager of ION Audio, LLC.

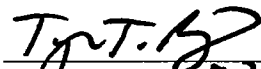

Notary Public 57056 Tyler T. Ray
My Commission Expires: 2-24-14

EXHIBIT A – COPYRIGHTS:

NONE

EXHIBIT B – PATENTS:

SEE ATTACHED

EXHIBIT C – TRADEMARKS:

SEE ATTACHED

EXHIBIT D - MASK WORKS:

NONE

EXHIBIT B

Client/Division	Client Code	Docket Number	Country	Title	Status	Case Type	Application Date	Application Date	Grant Date	Patent Number	Expiration	Next Tax Attorney	PATENTMASTER ID
ION Audio, LLC	1025	P01527-TW	Taiwan	DUAL-DECK CASSETTE PLAYER H/	Filed	Regular	07/14/2008	097126672				David R. Ji	3275
ION Audio, LLC	1025	P01527-US1	United States	DUAL-DECK CASSETTE PLAYER H/	Filed	Regular	07/11/2008	12171492				David R. Ji	3273
ION Audio, LLC	1025	P01803-US	United States	DISC JOCKEY VIDEO GAME CONT	Granted	Design	01/20/2009	29331091	05/11/2010	D615595	05/11/2024	Joshua Sic	3417
ION Audio, LLC	1025	P01803-US1	United States	DISC JOCKEY VIDEO GAME CONT	Granted	Design	02/12/2010	29355766	08/17/2010	D621882	08/17/2024	Joshua Sic	3850
ION Audio, LLC	1025	P01803-US2	United States	DISC JOCKEY VIDEO GAME CONT	Granted	Design	07/16/2010	29365872	11/23/2010	D627829	11/23/2024	Joshua Sic	4044
ION Audio, LLC	1025	P01816-US1	United States	DISC JOCKEY VIDEO GAME CONT	Filed	Regular	01/13/2010	12686418				Joshua Sic	3823
ION Audio, LLC	1025	P01975-US1	United States	METHOD AND SYSTEM FOR INSTA	Filed	Regular	11/17/2010	12948315				Joshua Sic	4130
ION Audio, LLC	1025	P02075-US1	United States	BOOK SCANNING DEVICE	Filed	Regular	05/03/2011	13099931				Joshua Sic	4273
ION Audio, LLC	1025	P02097-US	United States	AUDIO DOCK FOR A TABLET COMF	Filed	Design	02/04/2011	29384823				Joshua Sic	3973
ION Audio, LLC	1025	P02103-US	United States	SPEAKERPHONE DOCK FOR A MOI	Filed	Provisional	06/21/2010	61356679	06/21/2011			Joshua Sic	3986
ION Audio, LLC	1025	P02150-US	United States	COMPUTER ENABLED KARAOKE M	Filed	Provisional	10/07/2010	61390940	10/07/2011			Joshua Sic	4096
ION Audio, LLC	1025	P02164-US	United States	DIGITAL PIANO WITH DOCK FOR A	Filed	Provisional	11/24/2010	61416891	11/24/2011			Joshua Sic	4123
ION Audio, LLC	1025	P02185-US	United States	ARCADE-STYLE GAME CONTROLLI	Filed	Provisional	03/02/2011	61448266	03/02/2012			David R. Ji	4167
ION Audio, LLC	1025	P02192-US	United States	BOOK SCANNING DEVICE	Filed	Design	04/06/2011	29389021				David R. Ji	4179
ION Audio, LLC	1025	P02208-US	United States	SPEAKERPHONE	Filed	Design	04/08/2011	29389304				David R. Ji	4198
ION Audio, LLC	1025	P02209-US	United States	SPEAKERPHONE	Filed	Design	04/07/2011	29389141				David R. Ji	4199
ION Audio, LLC	1025	P02212-US	United States	BOOK SCANNING DEVICE CAMERA	Filed	Design	04/06/2011	29389025				David R. Ji	4203
ION Audio, LLC	1025	P02213-US	United States	BOOK SCANNING DEVICE CRADLE	Filed	Design	04/06/2011	29389022				Joshua Sic	4204
ION Audio, LLC	1025	P02230-US	United States	KEYBOARD	Docketed	Design						David R. Ji	4250
ION Audio, LLC	1025	P02246-US	United States	TABLET COMPUTER GUITAR CONT	Docketed	Provisional						David R. Ji	4279
ION Audio, LLC	1025	P02318-US	United States	ARCADE-STYLE CABINET FOR A T/	Filed	Design	05/27/2011	29392857				Joshua Sic	4356

EXHIBIT C

Thursday, June 16, 2011

Trademark List by Client

Page: 1

Client: ION

Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
DESK ROCKER	DESK ROCKER/ European Community	Registered 09 Int.	979874	25-Sep-2008
DESK ROCKER	DESK ROCKER/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979874 25-Sep-2008
DESK ROCKER	DESK ROCKER/ United States of America	Registered 09 Int.	77455403 23-Apr-2008	3527477 04-Nov-2008
HEAR NO EVIL	HEAR NO EVIL/ United States of America	Pending 09 Int., 15 Int., 36	85173872 10-Nov-2010	
HIP NOTE	HIP NOTE/ United States of America	Published 09 Int.	77564511 08-Sep-2008	
INJECTOR	INJECTOR/ United States of America	Published 09 Int.	77564558 08-Sep-2008	
ION	ION/ Australia	Registered 09 Int., 15 Int.	1242293 23-May-2008	1242293 23-May-2009
ION	ION/ Brazil	Registered 15 Int.	828580146 24-Jul-2006	828580146 26-May-2009
ION	ION/ China (Peoples Republic)	Registered 15 Int.	4102584	4102584 21-Apr-2007
ION	ION/ Germany	Registered 09 Int., 15 Int.	11-Dec-2006	30675947.0 02-Feb-2007
ION	ION/ Hong Kong	Registered 15 Int.	10-Jun-2004	300230651 09-Dec-2004
ION	ION/ Taiwan	Registered 15 Int.	093026845	1146053 01-Apr-2005
ION	ION cl. 15/ United Kingdom	Registered 15 Int.		2441309B 13-Dec-2006
ION	ION/ United Kingdom	Registered 09 Int.	2441309A 13-Dec-2006	2441309A 13-Dec-2006
ION	ION/ United States of America	Registered 15 Int.	78425415 26-May-2004	2989365 30-Aug-2005
ION & design	ION & design/ Australia	Registered 09 Int., 15 Int.	1242294 23-May-2008	1242294 23-May-2009

Client: ION

Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ION & design	ION & design/ Brazil	Registered 15 Int.	828580138 24-Jul-2006	828580138 26-May-2009
ION & design	ION & design/ China (Peoples Republic)	Registered 15 Int.	4102585	4102585 21-Apr-2007
ION & design	ION & design/ Germany	Registered 09 Int., 15 Int.	11-Dec-2006	30675948.9 02-Feb-2007
ION & design	ION & design/ Hong Kong	Registered 15 Int.	10-Jun-2004	300230660 09-Dec-2004
ION & design	ION & design/ Taiwan	Registered 15 Int.	093026847	1146054 01-Apr-2005
ION & design	ION & design/3 United Kingdom	Registered 09 Int.	2441310A 13-Dec-2006	2441310A 13-Dec-2006
ION & design	ION & design/4 United Kingdom	Registered 15 Int.	2441310B 13-Dec-2006	2441310B 13-Dec-2006
ION & design	ION & design c.9/ United States of America	Registered 09 Int.	78229449 25-Mar-2003	3034143 27-Dec-2005
ION & design (cl. 15)	ION & design c15/15 United States of America	Registered 15 Int.	78428380 02-Jun-2004	2989383 30-Aug-2005
ION and design	ION/2 United Kingdom	Registered 09 Int.	2441310A 13-Dec-2006	2441310A 13-Dec-2006
ION HEALTH	ION HEALTH/ United States of America	Pending 10 Int., 44 Int.	85174068 10-Nov-2010	
LP2FLASH	LP2FLASH/ European Community	Registered 09 Int.		979872 25-Sep-2008
LP2FLASH	LP2FLASH/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979872 25-Sep-2008
LP2FLASH	LP2FLASH/ Japan	Registered 09 Int.		979872 25-Sep-2008
LP2FLASH	LP2FLASH/ United States of America	Registered 09 Int.	77436794 01-Apr-2008	3604633 07-Apr-2009
LP2GO	LP2GO/ European Community	Registered 09 Int.		983614 23-Oct-2008

Client: ION

Ion Audio, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
LP2GO	LP2GO/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	23-Oct-2008	983614 23-Oct-2008
LP2GO	LP2GO/ Japan	Registered 09 Int.	23-Oct-2008	983614 23-Oct-2008
LP2GO	LP2GO/ United States of America	Published 09 Int.	77564589 08-Sep-2008	
LPDOCK	LPDOCK/ European Community	Registered 09 Int.	979875 06-Nov-2008	979875 25-Sep-2008
LPDOCK	LPDOCK/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	25-Sep-2008	979875 25-Sep-2008
LPDOCK	LPDOCK/ United States of America	Registered 09 Int.	77455396 23-Apr-2008	3664642 04-Aug-2009
TAPE2PC	TAPE2PC/ European Community	Registered 09 Int.	13-Nov-2008	980464 02-Oct-2008
TAPE2PC	TAPE2PC/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	02-Oct-2008	980464 02-Oct-2008
TAPE2PC	TAPE2PC/ Japan	Registered 09 Int.	980464 13-Nov-2008	980464 02-Oct-2008
TAPE2PC	TAPE2PC/ United States of America	Registered 09 Int.	77514284 03-Jul-2008	3596835 24-Mar-2009
U-RECORD	U-RECORD/ European Community	Registered 09 Int.	994940 17-Feb-2009	994940 17-Feb-2009
U-RECORD	U-RECORD/ Int'l Registration - Madrid Protocol Only	Registered 09 Int.	994940 17-Feb-2009	994940 17-Feb-2009
U-RECORD	U-RECORD/ Japan	Registered 09 Int.		994940 17-Feb-2009
U-RECORD	U-RECORD/ United States of America	Registered 09 Int.	77586137 06-Oct-2008	3612349 28-Apr-2009