

05-19-2004

COVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

5/19/04

Tab settings



To the Honorable Commiss

102748493

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
MJ1-LLC

5-19-04

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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

3. Nature of conveyance:

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

Execution Date: May 13, 2004

2. Name and address of receiving party(ies)

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

Internal Address: _____

Street Address : 222 North LaSalle Street, 17th

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association

- General Partnership
- Limited Partnership
- Corporation State DE

Other _____

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
76/569,238 76/569,240 76/569,275 78/405,510

B. Trademark Registration
2,226,493

Additional numbers attached? NO

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

Name: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ Stat _____ ZIF _____ L _____

6. Total number of applications and registrations

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

RECEIVED DIV
MAY 19 PM 4:31
ASSIGNMENT DIV

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 100.00 DP

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.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

05/17/04
Date

5

Total number of pages including cover sheet, attachments, and

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 13th day of May, 2004 by MJ1-LLC, a Delaware limited liability company ("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, Grantor and Grantee are parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith between Grantor and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has 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 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.

MJ1-LLC, a Delaware limited liability company

By: DynaVox Systems LLC, a Delaware limited liability company, its sole member

By:  _____

Name: Robert P. Culhane

Title: Chief Financial Officer, Treasurer & Secretary

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.

MJ1-LLC, a Delaware limited liability company,

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: 
Name: Marc A. Preiser
Title: Vice President

Description of Trademarks and Trademark Applications

Mark	Country	Status	No.	Date
HAND HELD VOICE	US	Reg.	2,226,493	2/23/1999
BOARDMAKER	US	App.	76/569,238	1/12/2004
MAYER-JOHNSON, INC. & LOGO	US	App.	76/569,240	1/12/2004
PCS	US	App.	76/569,275	1/12/2004
PICTURE COMMUNICATIONS SYMBOLS	US	App.	78/405,510	4/21/2004