

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
Trustee of the SMG Trust, composed of the Trustee Michael F. Solomon		08/20/2007	TRUST: UNITED STATES

RECEIVING PARTY DATA

Name:	Personics Holdings, Inc.
Street Address:	5100 Town Center Circle, Suite 510
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77168328	BUDDEZE
Serial Number:	78500392	DNA PLAYER
Serial Number:	78834630	EARPRINT
Serial Number:	78470686	HEAR DIFFERENTLY
Serial Number:	78826597	HEAR LIKE THEY HEAR
Serial Number:	78382552	OFFSPRING
Serial Number:	77003637	PERSONAL AUDIO ASSISTANT
Serial Number:	77003625	PERSONAL HEARING ZONE
Serial Number:	78382537	PERSONAX
Serial Number:	77080216	PERSONICS
Serial Number:	78511119	SONIC SIGNATURE
Serial Number:	78471603	IT'S ABOUT BEING THERE

CORRESPONDENCE DATA

900093481

**TRADEMARK
 REEL: 003672 FRAME: 0486**

CH \$315.00 77168328

Fax Number: (212)308-4844
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 2: P.O. Box 130
Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	302041.0001
NAME OF SUBMITTER:	Howard M. Gitten
Signature:	/Howard M. Gitten/
Date:	12/05/2007

Total Attachments: 3
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ASSIGNMENT

WHEREAS, Trustee of the SMG Trust, composed of the Trustee Michael F. Solomon, a United States citizen, having a principal place of business at 2300 N Street, NW, Washington, D.C. 20037 ("ASSIGNOR") is the owner of all right, title and interest in and to the Marks identified in Exhibit A;

WHEREAS, Personics Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 5100 Town Center Circle, Suite 510, Boca Raton, FL 33487 ("ASSIGNEE") is desirous of acquiring all rights, title and interest in and to said Marks;

WHEREAS, Assignor hereby represents and warrants to Assignee that Assignor has good and marketable title to the trademark set forth in Schedule A hereto, free and clear of any and all liens, charges, encumbrances, licenses, claims, restrictions, equities, easements and other exceptions to title; and that the use of the trademark set forth in Schedule A hereto does not and will not infringe upon the rights of any person.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the trademark and trademark registration listed in Schedule A, together with the good will of the business symbolized by the mark and the listed registration, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, losses, damages, liabilities and expenses

(including, without limitation, settlement costs and any legal accounting or other expenses of investigating or defending any actions or threatened actions) incurred or suffered by Assignee in connection with any breach of any representation or warranty by Assignor.

Assignor hereby authorizes and requests the duly authorized officials of any jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any trademark registrations on Schedule A to Assignee, its successors and assigns; and Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such trademark and trademark registration.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized representative as of the 20th day of August 2007.

SMG Trust

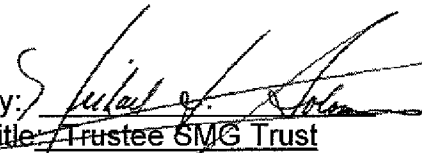
By: 
Title: Trustee SMG Trust

Exhibit A

TRADEMARKS

Personics, Inc.
(Client No. 302041)

Buddeze	77168328
DNA Player	78500392
Earprint	78834630
Hear Differently	78470686
Hear Like They Hear	78826597
It's About Being There	78471603
Offspring	78382552
Personal Audio Assistant	77003637
Personal Hearing Zone	77003625
Personax	78382537
Personics	77080216
Sonic Signature	78511119
The Best Medicine	2,672,025
Wipe N Win	78382548