

**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
Able Planet, Incorporated		04/23/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Jona, Inc.
Street Address:	1707 East "E" Street
City:	Casper
State/Country:	WYOMING
Postal Code:	82601
Entity Type:	CORPORATION: WYOMING

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Serial Number:	85000247	TRAVELERS' CHOICE
Serial Number:	77820785	LINX MICROPHONE
Serial Number:	77825202	EXTREME
Serial Number:	77805293	EXTREME
Serial Number:	77585588	ABLEPLANET
Serial Number:	77585582	ABLEPLANET
Serial Number:	77612997	IN BALANCE
Serial Number:	78762052	CLEAR VOICE
Serial Number:	77168648	TRUEFIDELITY
Serial Number:	77511608	SOUND FIT
Serial Number:	77647014	ABLEPLANET
Serial Number:	77048159	ABLE PLANET FOUNDATION
Serial Number:	77009558	ABLE EAR
Serial Number:	77009419	ABLE TALKER

CH \$965.00 85000247

**900160670**

**TRADEMARK  
 REEL: 004194 FRAME: 0075**

Serial Number:	77352276	CONSTRUCTIVE DISTORTION
Serial Number:	77352285	HARMONIC ENRICHMENT
Serial Number:	77511581	LINX DSP
Registration Number:	3298898	IT IS POSSIBLE.
Registration Number:	3559957	
Registration Number:	3559956	
Registration Number:	3563428	ABLEPLANET
Registration Number:	3563429	ABLEPLANET
Registration Number:	3610575	FOR ALL LEVELS OF HEARING
Registration Number:	3617720	SOUND CLARITY
Registration Number:	3655934	HEAR THE DIFFERENCE
Registration Number:	3673029	TRUEFIDELITY
Registration Number:	2261144	HEALTHTEK VENTURES
Serial Number:	77750306	"I AM ABLE"
Serial Number:	78699980	ABLE PLANET
Serial Number:	77027457	CLEAR CHOICE
Serial Number:	78762056	CLEAR COMFORT
Serial Number:	78762050	CLEAR HARMONY
Serial Number:	77750064	I AM ABLE
Registration Number:	3767484	LINX AUDIO
Serial Number:	78721216	LINX
Serial Number:	77917911	TURN IT DOWN
Serial Number:	77917877	TURN IT DOWN!
Serial Number:	77838589	FREEWIRE

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4156932440  
Email: crhem@cooley.com  
Correspondent Name: Cooley LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	ABLE PLANET 306054-103
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/

**TRADEMARK**

Date:

04/27/2010

**Total Attachments: 17**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of April 23, 2010 (the "*Effective Date*") by and between ABLE PLANET, INCORPORATED, A DELAWARE CORPORATION ("*Grantor*") and JONA, INC. (the "*Secured Party*").

### RECITALS

A. Secured Party has made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Secured Promissory Note, of even date herewith, executed by Grantor in favor of Secured Party (the "*Note*") and that certain Note and Warrant Purchase Agreement, of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note .

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under substantially all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### 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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing provisions, the grant, assignment and transfer of a security interest as provided herein shall not extend to: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or Promissory Note in which Grantor has any right, title or interest if and to the extent such Account, Chattel Paper, General Intangible or Promissory Note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General

Intangible or Promissory Note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or Promissory Note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its rights, title and interests in and to such Account, Chattel Paper, General Intangible or Promissory Note as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or Promissory Note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or Promissory Note.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and in the Note and the Purchase Agreement (collectively, the "***Loan Documents***"), and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[*Signature pages follow.*]


The parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the Effective Date.

**GRANTOR:**

**SECURED PARTY:**

**ABLE PLANET, INCORPORATED**

**JONA, INC.**

By:   
Kevin Semcken, CEO

By: \_\_\_\_\_  
Neil A. McMurry, President

The parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the Effective Date.

**GRANTOR:**

**SECURED PARTY:**

**ABLE PLANET, INCORPORATED**

**JONA, INC.**

By: \_\_\_\_\_  
Kevin Semcken, CEO

By:   
Neil A. McMurry, President

**EXHIBIT A**  
**COPYRIGHTS**

None



**EXHIBIT B**

**PATENTS**

TITLE	ISSUED	Appl. No./ Patent No.	Filing Date/ Issue Date	Type
IMPROVED TELEPHONE HANDSET (DIV)		574352	1/22/2009	New Zealand
AUDIO SIGNAL SYSTEM		11/188519	7/25/2005	UTL
HEADPHONE APPARATUS		PCT/US08/86701	12/12/2008	PCT
APPARATUS AND METHODS FOR MITIGATING IMPAIRMENTS DUE TO CENTRAL AUDITORY NERVOUS SYSTEM BINAURAL PHASE-TIME ASYNCHRONY		11/443859	5/31/2006	DIV
SYSTEM AND METHOD FOR IMPROVING AUDIO SIGNALS FOR THE HEARING IMPAIRED		12/529541	9/1/2009	US NATL
AUDIO SIGNAL SYSTEM		PI0613858-6	7/17/2006	Brazil
IMPROVED TELEPHONE HANDSET		200480016297.5		China

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**REEL: 004194 FRAME: 0083**

METHOD FOR INSTANTANEOUS PEAK LEVEL MANAGEMENT AND SPEECH CLARITY ENHANCEMENT		PCT/US08/32449	1/29/2009	PCT
WIRELESS LANYARD		61/252096	10/15/2009	PRV
APPARATUS AND METHODS FOR MITIGATING IMPAIRMENTS DUE TO CENTRAL AUDITORY NERVOUS SYSTEM BINAURAL PHASE-TIME ASYNCHRONY		2661798	10/5/2000	Canada DIV
METHOD AND SYSTEM FOR AUDITORY ENHANCEMENT AND HEARING CONSERVATION		PCT/US09/49317	6/30/2009	PCT
APPARATUS FOR COMMUNICATION COUPLING WITH A HEARING AID	<b>ISSUED</b>	10/411867 7317807	4/11/2003 1/8/2008	UTL
METHOD AND APPARATUS FOR MODIFYING AN AUDIO SIGNAL		PI0807367-8	8/10/2009	Brazil
IMPROVED TELEPHONE HANDSET		544045	12/9/2005	New Zealand

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AUDIO SIGNAL SYSTEM		2006276187	7/17/2006	Australia
METHOD AND APPARATUS FOR MODIFYING AN AUDIO SIGNAL		2683311	1/11/2008	Canada
APPARATUS AND METHODS FOR MITIGATING IMPAIRMENTS DUE TO CENTRAL AUDITORY NERVOUS SYSTEM BINAURAL PHASE-TIME ASYNCHRONY	<b>ISSUED</b>	10/110035/ 7120258	10/5/2000/ 10/10/2006	US NATL
SYSTEM AND METHOD FOR IMPROVING AUDIO SIGNALS FOR THE HEARING IMPAIRED		PI0808751-2	3/14/2008	Brazil
SYSTEM AND METHOD FOR IMPROVING AUDIO SIGNALS FOR THE HEARING IMPAIRED		08743923.8	3/14/2008	Europe
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL		PCT/US08/80548	10/20/2008	PCT
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL				Japan
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL				Australia

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TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL					New Zealand
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL					Brazil
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL					Canada
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL					China
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL					Europe
METHOD AND APPARATUS FOR MODIFYING AN AUDIO SIGNAL		08729572.1		2/11/2008	Europe
AUDIO SIGNAL SYSTEM		10-2008-7003574		7/17/2006	Korea
SYSTEM AND METHOD FOR IMPROVING AUDIO SIGNALS FOR THE HEARING IMPAIRED		2680542		3/14/2008	Canada
TELEPHONE HANDSET	<b>ISSUED</b>	10/864692/ 7657049		6/9/2004/ 2-2-2010	UTL

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REEL: 004194 FRAME: 0086

AUDIO SIGNAL SYSTEM		200680027262	7/17/2006	China
HEAD SET	<b>ISSUED</b>	29/296338/ D606,970	10/18/2007/ 12/29/09	DES
HEAD SET	<b>ISSUED</b>	29/29633/ D606,969	10/18/2007/ 12/29/09	DES
METHOD AND SYSTEM FOR AUDITORY ENHANCEMENT AND HEARING CONSERVATION		12/495539	6/30/2009	UTL
METHOD AND APPARATUS FOR MODIFYING AN AUDIO SIGNAL		12/526040	8/5/2009	US NATL
TELEPHONE HANDSET	<b>ISSUED</b>	10/864691/ 7584010	6/9/2004/ 9/1/2009	UTL
AUDIO SIGNAL SYSTEM		06787694.6	7/17/2006	Europe
AUDIO SIGNAL SYSTEM		08114040.3	7/17/2006	Hong Kong
TECHNOLOGY DELIVERY, POSITIONING AND SOUND MANAGEMENT SYSTEM AND METHOD FOR USE IN THE EAR CANAL		12/252991	10/16/2008	UTL

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APPARATUS FOR COMMUNICATION COUPLING WITH A HEARING AID (DIV)		11/850541	9/5/2007	DIV
IMPROVED TELEPHONE HANDSET		10-2005-7023650		Korea
METHOD FOR INSTANTANEOUS PEAK LEVEL MANAGEMENT AND SPEECH CLARITY ENHANCEMENT		12/361508	1/28/2009	UTL
IMPROVED TELEPHONE HANDSET		PI0411298-9	6/10/2004	Brazil
IMPROVED TELEPHONE HANDSET		04754872.2		Europe
IMPROVED TELEPHONE HANDSET		2528982		Canada
AUDIO SIGNAL SYSTEM		2616335	7/17/2006	Canada
IMPROVED TELEPHONE HANDSET		Pat. No. 2004247234		Australia

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IMPROVED TELEPHONE HANDSET		2006-533665		Japan
IMPROVED TELEPHONE HANDSET		200507562-7		Singapore
AUDIO SIGNAL SYSTEM		2008-523954	7/17/2006	Japan
AUDIO SIGNAL SYSTEM		2008-0322	7/17/2006	Norway
AUDIO SIGNAL SYSTEM		MX/a/2008/001148	7/17/2006	Mexico
APPARATUS AND METHODS FOR MITIGATING IMPAIRMENTS DUE TO CENTRAL AUDITORY NERVOUS SYSTEM BINAURAL PHASE-TIME ASYNCHRONY		968722.9		United Kingdom
APPARATUS AND METHODS FOR MITIGATING IMPAIRMENTS DUE TO CENTRAL AUDITORY NERVOUS SYSTEM BINAURAL PHASE-TIME ASYNCHRONY		1234480		Europe

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EXHIBIT C

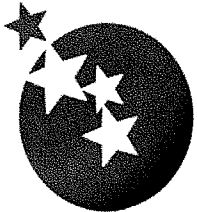
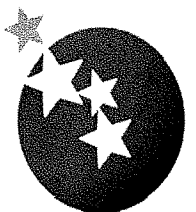

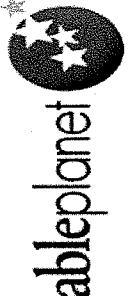
TRADEMARKS

MARK	ISSUED	Appl. No. Reg. No.	Filing Date/ Reg. Date	Type/ Class(es)	DESIGN MARK
TRAVELERS' CHOICE		85/000247	3/28/2010	ITU/009	
LINX MICROPHONE		77820785	9/4/2009	ITU	
EXTREME (stylized)		77825202	9/11/2009	ITU/009	
EXTREME (word)		77805293	8/14/2009	ITU/009	
ABLE PLANET & Design (B&W)		77585588	8/5/1998	ITU	
ABLE PLANET & Design (color)		77585582	8/6/1998	ITU	
IN BALANCE		77612997	9/20/1998	ITU	
CLEAR VOICE		78762052	9/18/1998	ITU	



TRUEFIDELITY		77168648	4/30/2007	ITU/010	
SOUND FIT		77511608	9/22/1998	ITU/ 009 010	
ABLEPLANET		77647014	9/15/1998	USE/009 ITU/010	
ABLE PLANET FOUNDATION				ITU/ 035 038 041 044	
		77048159	7/17/1998		
		77009558	7/20/1998	ITU/010	
		77009419	7/21/1998	ITU/ 009 010	
CONSTRUCTIVE DISTORTION		77352276	8/1/1998	ITU	
HARMONIC ENRICHMENT		77352285	8/2/1998	ITU	
LINX DSP		77511581	7/16/1998	ITU	
IT IS POSSIBLE	ISSUED	78537289/ 3298898	8/31/1998/ 9/25/2007	USE	

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REEL: 004194 FRAME: 0091

(Globe design-B&W)	ISSUED	77372584/ 3559957	9/1/1998/ 1/13/2009	USE	
(Globe design-color)	ISSUED	77372579/ 3559956	9/2/1998/ 1/13/2009	USE	
ABLE PLANET & Design (B&W)	ISSUED	77372594/ 3563428	9/3/1998/ 1/20/2009	USE	
ABLE PLANET & Design (color)	ISSUED	77372599/ 3563429	9/4/1998/ 1/20/2009	USE	
FOR ALL LEVELS OF HEARING	ISSUED	77352241/ 3610575	9/19/1998/ 4/21/2009	USE	
SOUND CLARITY	ISSUED	77010150/ 3617720	9/21/1998/ 5/5/2009	USE	
HEAR THE DIFFERENCE	ISSUED	78699988 3655934	8/24/2005/ 7/14/2009	ITU 009	

TRADEMARK  
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TRUEFIDELITY	ISSUED	77977592/ 3673029	4/30/2007 08/25/2009	USE/009	
HEALTHTEK VENTURES	ISSUED	75518428/ 2261144	7/14/1998/ 7/13/1999	USE	
"i am able"		77750306	6/2/2009	ITU	
ABLE PLANET		78699980	8/24/2005	ITU USE	
CLEAR CHOICE		77027457	9/16/1998	USE	
CLEAR COMFORT		78762056	11/28/2005	ITU	
CLEAR HARMONY		78762050	9/17/1998	ITU	
i am able		77750064	6/2/2009	ITU	
LINX AUDIO	ISSUED	78747419/ 3767484	11/4/2005/ 3/30/10	USE	
LINX		78721216	7/23/1998	ITU	
TURN IT DOWN		77917911	1/22/2010	ITU	

TURN IT DOWN!		77917877	1/22/2010	ITU	
FREEWIRE		77838589	9/30/2009	ITU	