

# DYNAVOX INC.

## FORM 8-K/A

(Amended Current report filing)

Filed 06/18/12 for the Period Ending 06/11/12

Address	2100 WHARTON STREET SUITE 400 PITTSBURGH, PA 15203
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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K/A**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): June 11, 2012**

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**DynaVox Inc.**

**(Exact Name of Registrant as Specified in its Charter)**

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**Delaware**  
**(State or Other Jurisdiction  
of Incorporation)**

**001-34716**  
**(Commission  
File Number)**

**27-1507281**  
**(IRS Employer  
Identification No.)**

**2100 Wharton Street, Suite 400, Pittsburgh, PA 15203**  
**(Address of Principal Executive Offices) (Zip Code)**

**(412) 381-4883**  
**(Registrant's Telephone Number, Including Area Code)**

**Not Applicable**  
**(Former Name or Former Address, if Changed Since Last Report)**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Explanatory Note

On June 11, 2012, DynaVox Inc. (the “Company”) filed a Form 8-K (the “Original Report”) to report the appointment of Michelle L. Heying as the Company’s Chief Executive Officer and President. The Original Report did not include a second amended and restated employment agreement with Ms. Heying because she had not yet entered into such an agreement with the Company.

Pursuant to Instruction 2 to Item 5.02, this Form 8-K/A is filed for the purpose of reporting information required under Item 5.02(c)(3) of Form 8-K. Item 5.02(c) of the Original Report is hereby amended as follows:

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

#### *Compensatory Arrangements of Certain Officers*

##### Michelle L. Heying

In connection with Ms. Heying’s appointment as Chief Executive Officer, DynaVox Systems LLC and Ms. Heying entered into a Second Amended and Restated Employment Agreement, dated June 13, 2012 (“Second Amended and Restated Employment Agreement”). The Second Amended and Restated Employment Agreement contains the same terms and conditions as her existing employment agreement, as disclosed in the Company’s Proxy Statement filed with the Securities and Exchange Commission on October 21, 2011, except that Ms. Heying is entitled to an increased base salary of \$450,000 per year.

In addition, on June 13, 2012, the Company made a one-time grant to Ms. Heying of 150,000 stock options with an exercise price equal to the Fair Market Value (as defined in DynaVox Inc.’s 2010 Long-Term Incentive Plan (the “Long-Term Incentive Plan”)) of the Company’s common stock on the grant date. Subject to Ms. Heying’s continued employment through the applicable vesting dates, the stock options vest and become exercisable with respect to 25% of the shares of the Company’s common stock subject to the stock options on each of the first four anniversaries of the grant date. The stock options were granted under the Long-Term Incentive Plan and pursuant to the Option Agreement, dated June 13, 2012, between the Company and Ms. Heying (the “Heying Option Agreement”).

##### Kenneth D. Misch

On June 13, 2012, the Company made a one-time grant to Kenneth D. Misch, the Company’s Chief Financial Officer, of 50,000 stock options with an exercise price equal to the Fair Market Value (as defined in the Long-Term Incentive Plan) of the Company’s common stock on the grant date. Subject to Mr. Misch’s continued employment through the applicable vesting dates, the stock options vest and become exercisable with respect to 25% of the shares of the Company’s common stock subject to the stock options on each of the first four anniversaries of the grant date. The stock options were granted under the Long-Term Incentive Plan and

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pursuant to the Option Agreement, dated June 13, 2012, between the Company and Mr. Misch (the “Misch Option Agreement”).

The foregoing is a summary of the Second Amended and Restated Employment Agreement, the Heying Option Agreement and the Misch Option Agreement and does not purport to be complete. The foregoing is qualified in its entirety by reference to the Second Amended and Restated Employment Agreement, the Heying Option Agreement and the Misch Option Agreement, copies of which are filed as Exhibit 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K, and which are incorporated herein by reference.

**Item 9.01—Financial Statement and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amended and Restated Employment Agreement between DynaVox Systems LLC and Michelle Heying, dated June 13, 2012
10.2	Non-Qualified Stock Option Agreement between DynaVox Inc. and Michelle L. Heying, dated June 13, 2012
10.3	Non-Qualified Stock Option Agreement between DynaVox Inc. and Kenneth D. Misch, dated June 13, 2012

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DYNAVOX INC.

By: /s/ Kenneth D. Misch  
Name: Kenneth D. Misch  
Title: Chief Financial Officer

Date: June 18, 2012

**SECOND AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT  
(Michelle Heying)**

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated June 13, 2012, by and between DynaVox Systems LLC (the "Company") and Michelle Heying (the "Executive").

The Company and Executive are parties to that certain Employment Agreement, dated November 15, 2007, as amended and restated April 7, 2010 (the "Prior Agreement"); and

The Company and Executive desire to amend the Prior Agreement in certain respects effective on and after the date hereof and to restate the Prior Agreement to read in its entirety as follows.

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period that commenced on June 11, 2012 (the "Commencement Date") and which is scheduled to end on June 10, 2015 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with June 11, 2015 and on each June 11 thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 90 days' prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's Chief Executive Officer and President and shall report directly and solely to the Board of Directors of DynaVox, Inc. (the "Board"). Upon Executive's appointment as Chief Executive Officer of the Company, Executive will also be appointed to the Board and it is contemplated that, in connection with each annual meeting of shareholders (or action by written consent in lieu thereof) during the Employment Term, the shareholders of DynaVox Inc. ("DynaVox") will elect Executive to the Board. As the Company's Chief Executive Officer, Executive shall assume, subject to the powers of the Board, general and active supervision and management over the business of the Company. In addition, Executive shall have such duties and authority commensurate with the position of a chief executive officer of a company of similar size and nature and as the Board shall otherwise determine from time to time. Executive shall receive a performance review at least annually from the Board or the Compensation Committee of the Board. Subject to reasonable business travel, Executive's primary work location shall continue to be located in Pittsburgh, Pennsylvania.

b. During the Employment Term, Executive will devote Executive's best efforts (subject, in each case, to periods of vacation and illness) to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation

for compensation or otherwise which would conflict or reasonably be expected to interfere in any material respect with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided, that Executive may accept appointment to serve on any board of directors or trustees of any business corporation or any charitable organization, with the prior written consent of the Board, which consent shall not be unreasonably withheld, so long as such activities do not conflict or interfere in any material respect with the performance of Executive's duties hereunder or conflict with or violate Section 10 or 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of \$450,000, payable in regular installments in accordance with the Company's normal payroll practices. Executive shall be entitled to such increases in Executive's base salary, if any, as may be determined from time to time in the sole discretion of the Board or the appropriate committee thereof. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to the 2012 fiscal year and each full fiscal year during the Employment Term commencing with the 2013 fiscal year, Executive shall be eligible to earn an annual cash bonus award (an "Annual Bonus") under the applicable bonus plan of the Company or one of its affiliates of up to fifty percent (50%) of Executive's Base Salary (the "Target Bonus") based upon the achievement of performance targets established by the Board or the appropriate committee thereof, based on the Company's annual operating plan as established by the Board or the appropriate committee thereof, within the first ninety (90) days of each applicable fiscal year and otherwise subject to the terms of such bonus plan. In addition, Executive shall be given the opportunity to earn an Annual Bonus in excess of the Target Bonus for superior performance upon the Company achieving the goals to be established by the Board or the appropriate committee thereof within the first ninety (90) days of each applicable fiscal year. The Annual Bonus, if any, payable hereunder shall be paid within ten (10) business days following the Company's receipt of the final audited financial statements from the Company's accounting firm in respect of the relevant fiscal year; provided that Executive is employed by the Company on such payment date, unless otherwise expressly provided for herein. Notwithstanding anything herein to the contrary, the Annual Bonus, if any, payable in respect of the 2012 fiscal year will be calculated by reference to the base salary earned by Executive immediately prior to the Commencement Date (which, for the avoidance of doubt, was \$350,000).

5. Employee Benefits.

a. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other executives of the Company; provided that such benefits shall include no less than five (5) weeks' vacation.

b. During the Employment Term, the Company shall reimburse Executive for the reasonable cost of an annual executive physical examination and any reasonably required or recommended medical testing in connection with such annual examination, subject, in each case, to receiving customary back-up and supporting

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documentation regarding such costs. Payment in respect of such examination and any such testing shall be made on or before the last day of the taxable year following the taxable year in which the expenses were incurred.

6. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

7. [ Intentionally omitted ]

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days' advance written notice of any resignation of Executive's employment without Good Reason (as defined in Section 8(c)). Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company For Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company for Cause (as defined below), which termination shall be effective immediately, or by Executive due to her resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean

(A) Executive's indictment for a felony or a crime involving moral turpitude, which in the reasonable judgment of the Board has materially interfered with the ability of Executive to perform her duties hereunder or has caused significant harm to the Company or any of its affiliates or their respective businesses;

(B) Executive's conviction of a felony or a crime involving moral turpitude or a plea of guilty or nolo contendere involving such a crime;

(C) Executive's commission of an act of fraud or embezzlement or malfeasance or willful misconduct in the performance of her duties hereunder;

(D) Executive's violation of written company policies regarding employment, including without limitation substance abuse, sexual harassment and discrimination, which violation has materially interfered with the ability of Executive to perform her duties hereunder or has caused significant harm to the Company or any of its affiliates or their respective businesses, but excluding any violation which results from an unintentional act or which results from an intentional act which Executive did not know would constitute such a violation (unless Executive reasonably should have known that such action could constitute such a violation);

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(E) Willful and repeated failure by Executive to comply with the lawful and reasonable directives of the Board consistent with Executive's duties hereunder, provided Executive does not cure such failure within 30 days after receipt from the Company of written notice of such failure; or

(F) Executive's material breach of any of the provisions of this Agreement or any other agreement she has entered into with the Company or any of its stockholders or affiliates; provided, Executive does not cure such breach within 30 days after receipt from the Company of written notice of such breach;

provided, however, that "Cause" shall cease to exist for an event on the 90<sup>th</sup> day following the later of its occurrence or the Company's knowledge thereof, unless the Company has given Executive written notice of termination prior to such date.

(iii) If Executive's employment is terminated by the Company for Cause or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) accrued, but unpaid Base Salary, earned through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned but unpaid as of the date of termination in respect of the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within sixty (60) days following submission by Executive to the Company of appropriate supporting documentation, for any unreimbursed business expenses properly incurred by Executive in accordance with the Company's policies prior to the date of Executive's termination of employment; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within ninety (90) days following the date of Executive's termination of employment; and

(D) such fully vested and non-forfeitable Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company, including, but not limited to, accrued but unused paid leave time (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Rights").

Following such termination of Executive's employment by the Company for Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability").

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights;

(B) continued payment of the Base Salary in accordance with the Company's normal payroll practices until twelve (12) months after the date of such termination, which payments shall commence on the 60<sup>th</sup> day following Executive's termination of employment (with payments in arrears from the termination date); and

(C) a pro rata portion of the Annual Bonus, if any, that Executive would have otherwise been entitled to receive pursuant to Section 4 hereof in respect of such fiscal year had Executive's employment not terminated, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable had Executive's employment not terminated, but in no event later than March 15<sup>th</sup> of the year following the year in which the termination occurs.

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive for Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (A) the failure of the Company to pay or cause to be paid Executive's Base Salary or Annual Bonus, if any, when due hereunder or failure to provide, in all material respects, the benefits described in Section 5, (B) any substantial and sustained diminution in Executive's authority or responsibilities from those described in Section 2 hereof, (C) relocation of the Company's headquarters more than fifty miles from the Pittsburgh, Pennsylvania metropolitan area, or (D) a material breach by the Company of this Agreement or any other plan or agreement under which Executive is entitled to compensation or benefits by reason of services

provided to the Company hereunder; provided that the events described in clauses (A) through (D) of this Section 8(c)(ii) shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that, "Good Reason" shall cease to exist for any event described in this Section 8(c)(ii) on the 90<sup>th</sup> day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice of termination prior to such date.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or Executive resigns for Good Reason, Executive shall be entitled to receive, in addition to the Accrued Rights and subject to (I) Executive's continued compliance with the provisions of Sections 10 and 11 (solely with respect to clause (A) below) and (II) Executive's execution, delivery and non-revocation of a general release of claims in favor of the Company and its affiliates in a form prescribed by the Company (the "Release") within 45 days following the termination date:

(A) continued payment of the Base Salary in accordance with the Company's normal payroll practices until twenty-four (24) months after the date of such termination (such amounts, the "Salary Continuation Payments"). The Salary Continuation Payments shall commence on the 60<sup>th</sup> day following Executive's termination of employment (with payments in arrears from the termination date);

(B) a pro rata portion of the Annual Bonus, if any, that Executive would have otherwise been entitled to receive pursuant to Section 4 hereof in respect of such fiscal year had Executive's employment not terminated, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable had Executive's employment not terminated, but in no event later than March 15<sup>th</sup> of the year following the year in which the termination occurs; and

(C) continued medical and dental coverage for a period of eighteen (18) months following the date of such termination, provided that payments for such coverage by Executive shall be consistent with the payments required by other senior executives for such coverage at that time. In order to facilitate such coverage, Executive and her spouse and dependents, as applicable, in accordance with the Company's policies in effect at the time of Executive's termination, shall agree to elect continuation coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA").

Following Executive's termination of employment by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason, except as set forth in this Section 8(c)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term . In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder (whether or not Executive continues as an employee of the Company thereafter) shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Rights.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 10, 11 and 12 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination . Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 15(i) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

f. Board/Committee Resignation . Upon termination of Executive's employment from the Company for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the Board of Directors (and any committees thereof) of any of the Company's affiliates.

#### 9. Change of Control .

a. At the Company's request, Executive will agree to remain employed by the Company for up to one year following a Change of Control (such actual period, the "Change of Control Period").

For purposes of this Agreement, "Change of Control" means (i) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of DynaVox to any "person" or "group" (as such terms are defined in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Act")) other than any member of the Vestar/Company Group (as defined below); provided that, for the avoidance of doubt, a sale of the Mayer-Johnson business shall not constitute a Change of Control hereunder, (ii) any "person" or "group", other than any member of the Vestar/Company Group, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Act), directly or indirectly, of more than 50% of the total voting power of the voting stock of DynaVox, including by way of purchase,

merger, consolidation or otherwise, or (iii) during any period of two (2) consecutive years, individuals who at the beginning of such period constituted the Board (together with any new directors whose election by such Board or whose nomination for election by the shareholders of DynaVox was approved by a vote of a majority of the directors of DynaVox, then still in office, who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) (the "Incumbent Board") cease for any reason to constitute a majority of the Board then in office; provided that, any director appointed or elected to the Board to avoid or settle a threatened or actual proxy contest shall in no event be deemed to be an individual on the Incumbent Board.

For purposes of this Agreement, "Vestar/Company Group" means (i) Vestar Capital Partners IV, L.P. or any of its Affiliates, (ii) any party from time to time to the Securityholders Agreement, dated as of April 21, 2010, by and among DynaVox, DynaVox Systems Holdings LLC and the Securityholders from time to time parties thereto, as such agreement may be amended from time to time (the "Securityholders Agreement") unless such party together with its Affiliates is the holder of securities representing at least 50.01% of the outstanding voting securities of DynaVox or is deemed to beneficially own at least 50.01% of the outstanding voting securities of DynaVox for purposes of Rule 16a-1(a)(2) under the Act or any group (as such term is used in Section 13(d)(3) of the Act) to the extent that such group may be deemed to exist solely as a result of the Securityholders Agreement, (iii) any employee benefit plan (or trust forming a part thereof) maintained by DynaVox or any of its Affiliates, or (iv) any corporation or other "person" of which a majority of the voting power of its voting equity securities and equity interest is owned, directly or indirectly, by DynaVox.

For purposes of this Section 9(a), "Affiliate" means , with respect to any entity, any entity directly or indirectly controlling, controlled by, or under common control with, such entity.

b. Notwithstanding anything herein to the contrary, subject to Executive (x) complying with her obligations under Section 9(a) above and (y) providing written notice to the Company no later than ninety (90) days prior to the end of the Change of Control Period of her intention to terminate employment, if Executive's employment is terminated by Executive without Good Reason within the ninety (90) day period following the end of the Change of Control Period, Executive shall be entitled to receive, in addition to the Accrued Rights and subject to (I) Executive's continued compliance with the provisions of Sections 10 and 11 (solely with respect to clause (A) below) and (II) Executive's execution, delivery and non-revocation of the Release within 45 days following the termination date:

(A) continued payment of the Base Salary in accordance with the Company's normal payroll practices until twenty-four (24) months after the date of such termination (such amounts, the "CoC Continuation Payments"). The CoC Continuation Payments shall commence on the 60<sup>th</sup> day following Executive's termination of employment (with payments in arrears from the termination date);

(B) continued medical and dental coverage for a period of eighteen (18) months following the date of such termination, provided that payments for such coverage by Executive shall be consistent with the payments required by

other senior executives for such coverage at that time. In order to facilitate such coverage, Executive and her spouse and dependents, as applicable, in accordance with the Company's policies in effect at the time of Executive's termination, shall agree to elect continuation coverage in accordance with the provisions of COBRA; and

(C) a pro rata portion of the Annual Bonus, if any, that Executive would have otherwise been entitled to receive pursuant to Section 4 hereof in respect of such fiscal year had Executive's employment not terminated, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable had Executive's employment not terminated, but in no event later than March 15<sup>th</sup> of the year following the year in which the termination occurs.

Following Executive's termination of employment by Executive without Good Reason following a Change of Control, except as set forth in this Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

10. Non-Competition.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(1) During the Employment Term and, for a period of two years following the date Executive ceases to be employed by the Company for any reason (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

- (i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;
- (ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or
- (iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

(2) During the Restricted Period, Executive will not directly or indirectly:

- (i) engage in any business that competes with the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which

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Executive is aware of such planning) in the area of assistive technology in North America or Europe (a “Competitive Business”);

- (ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;
- (iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or
- (iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates and customers, clients, suppliers, partners, members or investors of the Company or its affiliates.

(3) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates (including a Competitive Business) which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(4) During the Restricted Period, Executive will not, whether on Executive’s own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

- (i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or
- (ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive’s termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive’s employment with the Company.

(5) During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

(6) During the Employment Term and at all times thereafter, Executive agrees not to engage in any act or make any public statement that is intended, or may reasonably be expected, to harm the reputation, business, prospects or operations of the Company or any of its affiliates. The Company agrees to use reasonable efforts to instruct its employees not to engage in any act or make any public statement that is intended, or may reasonably be expected, to harm the reputation of Executive or those business prospects of hers of which the Company is aware.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final

judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

The provisions of this Section 10 shall survive the termination of Executive's employment for any reason.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information –including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals – concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach, to Executive's knowledge, of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, and unless and until this Agreement is disclosed by the Company or any of its affiliates as may be required by law, Executive will not disclose to anyone, other than Executive's immediate family and legal or financial advisors, the existence or contents of this Agreement; provided that Executive may disclose to any prospective future employer the provisions of Sections 10 and 11 of this Agreement provided they agree to maintain the confidentiality of such terms.

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(iv) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or other intellectual property (including, without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company or any of its affiliates and subsidiaries, except that Executive may retain (i) only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information and (ii) any Confidential Information Executive reasonably believes is required in relation to any dispute regarding Executive's termination of employment, provided such information remains otherwise subject to the terms and conditions of this Agreement; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property .

(i) If Executive creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content or audiovisual materials), either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any Company resources (including personnel, equipment and computers, systems or networks) ("Company Works"), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(ii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iii) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Company Works.

(iv) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property

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relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(v) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 or Section 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement (other than any payments or benefits which have been earned and vested) and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Indemnification. The Company agrees that if Executive is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), in connection with Executive's capacity as a trustee, director or officer of the Company or any of its subsidiaries or, at the request of the Company or any of its subsidiaries, in Executive's capacity as a trustee, director, officer, member, employee or agent of another corporation or a partnership, joint venture, limited liability company, trust or other enterprise, including, without limitation, service with respect to employee benefit plans, Executive shall be indemnified and held harmless by the Company to the fullest extent authorized by Delaware law, as the same exists or may hereafter be amended, against all Expenses incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even if Executive has ceased to be an officer, director, trustee or agent, or is no longer employed by the Company and shall inure to the benefit of her heirs, executors and administrators. As used in this Agreement, the term "Expenses" shall include, without limitation, damages, losses, judgments, liabilities, fines, penalties, excise taxes, settlements, and costs, attorneys' fees, accountants' fees, and disbursements and costs of attachment or similar bonds, investigations, and any expenses of establishing a right to indemnification under this Agreement. All obligations for indemnification hereunder shall be subject to, and paid in accordance with, applicable Delaware law. If Executive is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Executive for the portion of such Expenses to which Executive is entitled. Expenses incurred by Executive in connection with any Proceeding shall be paid by the Company in advance upon request of Executive that the Company pay such Expenses, but only in the event that Executive shall have delivered in writing to the Company (a) an undertaking to reimburse

the Company for Expenses with respect to which Executive is not entitled to indemnification and (b) a statement of her good faith belief that the standard of conduct necessary for indemnification by the Company has been met. With respect to any Proceeding as to which Executive notifies the Company of the commencement thereof: (x) the Company will be entitled to participate therein at its own expense; (y) except as otherwise provided below, to the extent that it may wish, the Company will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Executive; Executive also shall have the right to employ her own counsel in such action, suit or proceeding if he reasonably concludes that failure to do so would involve a conflict of interest between the Company and Executive, and under such circumstances the fees and expenses of such counsel shall be at the expense of the Company; and (z) the Company shall not be liable to indemnify the Executive under this Agreement for any amounts paid in settlement of any action or claim effected without its written consent. The Company shall not settle any action or claim in any manner which would impose any penalty that would not be paid directly or indirectly by the Company or limitation on Executive without Executive's written consent. Neither the Company nor Executive will unreasonably withhold or delay their consent to any proposed settlement. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Section 13 shall not be exclusive of any other right which Executive may have or hereafter may acquire under any statute or certificate of incorporation or by-laws of the Company or any subsidiary, agreement, vote of shareholders or disinterested directors or trustees or otherwise.

14. Compliance with IRC Section 409A . This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly. References under this Agreement to Executive's termination of employment shall be deemed to refer to the date upon which Executive has experienced a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's separation from service with the Company and all of its affiliates Executive is a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements thereunder), and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such separation from service is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's separation from service (or the earliest date as is permitted under Section 409A of the Code without any accelerated or additional tax), (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Board following consultation with Executive, that is reasonably expected not to cause such an accelerated or additional tax , and (iii) if any payments of money or other benefits due to Executive hereunder or under any other plan or agreement under which Executive is entitled to compensation or benefits by reason of services provided to the Company are nevertheless subject to income inclusion by reason of failure to meet the requirements of Section 409A of the Code, payment in an amount not to exceed the amount required to be included in income as a result of such failure shall be made immediately upon such failure;

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provided that deferral or restructuring of payments or benefits as provided for under clause (ii) above is not possible or is unsuccessful. The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 14; provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute “deferred compensation” under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treasury Regulation Section 1.409A-3(i)(1)(iv). For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a “separate payment” within the meaning of Section 409A of the Code.

15. Miscellaneous .

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles thereof.

b. Legal Fees . The Company shall reimburse Executive for the reasonable legal fees incurred by Executive in connection with the negotiation of this Agreement, subject to (x) receiving customary back-up and supporting documentation regarding such fees and (y) a cap of \$15,000. Payment in respect of approved legal fees shall be made on or before the last day of the taxable year following the taxable year in which the expenses were incurred.

c. Arbitration . Except as provided in Section 12 of this Agreement, any controversy or claim arising out of or relating to this Agreement or Executive’s employment with the Company or the termination thereof shall be resolved by binding confidential arbitration, to be held in Pittsburgh, Pennsylvania, in accordance with the Employee Dispute Resolution Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

d. Entire Agreement/Amendments . This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

e. No Waiver . The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party’s rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

f. Severability . In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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g. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is a majority owned affiliate that is transferred substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

h. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

i. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Dynavox Systems LLC  
2100 Wharton Street  
Suite 400  
Pittsburgh, PA 15203  
Attention: Chief Financial Officer

If to Executive:

To the most recent address on file with the Company.

j. No Set Off; Mitigation. Executive shall not be required to mitigate damages with respect to the termination of her employment under this Agreement by seeking other employment or otherwise, and there shall be no offset against amounts due Executive under this Agreement on account of subsequent employment. Additionally, amounts owed to Executive under this Agreement shall not be offset by any claims the Company may have against Executive.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supersedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates including, without limitation, the Prior Agreement.

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m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) with a third party which relates to events occurring during Executive's employment hereunder, subject to reimbursement by the Company for all reasonable expenses incurred in connection therewith. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation, which amounts will be paid over by the Company to the appropriate taxing authorities on a timely basis.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*( Remainder of page intentionally left blank )*

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DYNAVOX SYSTEMS LLC

MICHELLE HEYING

/s/ Kenneth D. Misch

/s/ Michelle L. Heying

By: Kenneth D. Misch  
Title: Chief Financial Officer

By: Michelle L. Heying  
Title: President and Chief Executive Officer

**DYNAVOX INC.**  
**2010 LONG-TERM INCENTIVE PLAN**  
**NON-QUALIFIED STOCK OPTION AGREEMENT**

THIS AGREEMENT (the “**Agreement**”), is made effective as of the date set forth on the signature page hereto (the “**Date of Grant**”), between DynaVox Inc. (the “**Company**”) and the individual named on the signature page hereto (the “**Participant**”).

**RECITALS:**

WHEREAS, the Company has adopted the Plan (as defined below), the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Committee (as defined in the Plan) has determined that it would be in the best interests of the Company and its stockholders to grant the Option (as defined below) provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Definitions** . Whenever the following terms are used in this Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) **Cause** : “Cause” shall mean “Cause” as defined in any employment, severance or similar agreement then in effect between the Participant and any member of the Company Group or, if no such agreement containing a definition of “Cause” is then in effect or if such term is not defined therein, “Cause” shall mean a termination of employment of the Participant by any member of the Company Group due to (i) the commission by the Participant of an act of fraud or embezzlement, (ii) the indictment or conviction of the Participant for a felony or a crime involving moral turpitude or a plea by the Participant of guilty or nolo contendere involving such a crime, (iii) the malfeasance or willful misconduct by the Participant in the performance of the Participant’s duties, including any misrepresentation or concealment by the Participant on any report submitted to any member of the Company Group, (iv) the violation by the Participant of a written company policy regarding employment, including substance abuse, sexual harassment or discrimination, or the Company’s insider trading policy and/or the related riders to the Company’s Code of Conduct, (v) the willful failure of the Participant to render services to any member of the Company Group in accordance with the Participant’s employment which failure amounts to a material neglect of the Participant’s duties to any member of the Company Group, (vi) the repeated failure of the Participant to comply with reasonable directives of the Board or the Chief Executive Officer of the Company consistent with the Participant’s duties, or (vii) the material breach by the Participant of any of the provisions of any agreement between the Participant, on the one hand, and any member of the Company Group, on the other hand.

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(b) **Company Group** : The Company and its Subsidiaries.

(c) **Expiration Date** : The tenth anniversary of the Date of Grant.

(d) **Good Reason** : “Good Reason” shall mean “Good Reason” as such term may be defined in any employment, severance or similar agreement in effect at the time of the Participant’s termination of Employment between the Participant and any member of the Company Group, or, if there is no such agreement or such term is not defined therein, “Good Reason” shall mean, without the Participant’s consent, a change by the applicable member of the Company Group in the Participant’s duties and responsibilities which is materially inconsistent with the Participant’s position at the applicable member of the Company Group, or a material reduction in the Participant’s annual base salary (excluding any reduction in the Participant’s salary that is part of a plan to reduce salaries of comparably situated employees of the Company Group generally); provided that, notwithstanding anything to the contrary in the foregoing, (i) the Participant shall only have “Good Reason” to terminate employment following the applicable member of the Company Group’s failure to remedy the act or omission which is alleged to constitute “Good Reason” within fifteen (15) days following such member’s receipt of written notice from the Participant specifying such act or omission and (ii) none of the foregoing acts or omissions shall be deemed to constitute “Good Reason” if such act or omission is a direct consequence of the Company not being publicly owned or of a change in the nature and number of the Company’s stockholders.

(e) **Option** : The Option with respect to which the terms and conditions are set forth in Section 3 of this Agreement.

(f) **Plan** : The DynaVox Inc. 2010 Long-Term Incentive Plan, as it may be amended or supplemented from time to time.

(g) **Retirement** : The Participant’s resignation from Employment with the Company Group, so long as the Participant has attained age 65.

(h) **Vested Portion** : At any time, the portion of the Option which has become vested, as described in Section 3 of this Agreement.

2. **Grant of the Option.** The Company hereby grants to the Participant the right and option to purchase, on the terms and conditions hereinafter set forth, all or any part of the number of Shares subject to the Option set forth on the signature page hereto, subject to adjustment as set forth in the Plan. The Option Price shall be as set forth on the signature page hereto. The Option is intended to be a nonqualified stock option, and is not intended to be treated as an incentive stock option that complies with Section 422 of the Code.

### 3. **Vesting of the Option** .

(a) Subject to the Participant’s continued Employment through the applicable vesting date, the Option shall vest and become exercisable at the times set forth on the signature page hereto.

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(b) Termination of Employment. If the Participant's Employment terminates for any reason, the Option, to the extent not then vested and exercisable, shall be immediately canceled by the Company without consideration. Notwithstanding anything to the contrary in this Agreement, in the event of the termination of the Participant's Employment (i) by any member of the Company Group without Cause or (ii) by the Participant for Good Reason, in each case, within the two (2) year period following a Change in Control, the Option shall, to the extent not then vested or previously forfeited or cancelled, become fully vested and exercisable effective as of the termination date.

#### 4. **Exercise of the Option.**

(a) Period of Exercise. Subject to the provisions of the Plan and this Agreement, the Participant may exercise all or any part of the Vested Portion of the Option at any time prior to the Expiration Date. Notwithstanding the foregoing, at any time prior to the Expiration Date, the Vested Portion of the Option shall only remain exercisable for the period set forth below with respect to the particular event:

(i) Termination due to Death, Disability or Retirement. If the Participant's Employment is terminated due to the Participant's death, Disability or Retirement, the Participant may exercise the Vested Portion of the Option for a period ending on the earlier of (A) one year following such termination of Employment and (B) the Expiration Date;

(ii) Termination by the Company Other than for Cause or Due to Death, Disability or Retirement. If the Participant's Employment is terminated other than by a member of the Company Group for Cause or due to death, Disability or Retirement, the Participant may exercise the Vested Portion of the Option for a period ending on the earlier of (A) 90 days following such termination of Employment and (B) the Expiration Date;

(iii) Termination by the Company for Cause. If the Participant's Employment is terminated by a member of the Company Group for Cause, the Vested Portion of the Option shall immediately terminate in full and cease to be exercisable; and

(iv) Engaging in Competitive Activity. If the Participant engages in Competitive Activity (as defined in Section 5(a) below), the Vested Portion of the Option shall immediately terminate in full and cease to be exercisable.

#### (b) Method of Exercise.

(i) Subject to Section 4(a) of this Agreement and any administrative procedures that may be established by the Company, the Vested Portion of the Option may be exercised by delivering to the Company at its principal office written notice of intent to so exercise; provided that the Option may be exercised with respect to whole Shares only. Such notice shall specify the number of Shares for which the Option is being exercised and shall be accompanied by payment in full of the Option Price. The payment of the Option Price may be made at the election of the Participant (i) in cash or its equivalent ( *e.g.* , by check), (ii) to the extent permitted by the Committee, in Shares

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having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee; provided, that such Shares have been held by the Participant for more than six months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment applying generally accepted accounting principles), (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares, (iv) if there is a public market for the Shares at such time, to the extent permitted by, and subject to such rules as may be established by the Committee, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate option price for the Shares being purchased, or (v) using a net settlement mechanism whereby the number of Shares delivered upon the exercise of the Option will be reduced by a number of Shares that has a Fair Market Value equal to the Option Price. The Participant shall not have any rights to dividends or other rights of a stockholder with respect to Shares subject to the Option until the Participant has given written notice of exercise of the Option, paid in full for such Shares and, if applicable, has satisfied any other conditions imposed by the Committee pursuant to the Plan.

(ii) Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Option may not be exercised prior to the completion of any registration or qualification of the Option or the Shares under applicable state and federal securities or other laws, or under any ruling or regulation of any governmental body or national securities exchange that the Committee shall in its sole discretion determine to be necessary or advisable.

(iii) Upon the Company's determination that the Option has been validly exercised as to any of the Shares, the Company may issue certificates in the Participant's name for such Shares. However, the Company shall not be liable to the Participant for damages relating to any delays in issuing the certificates, if any, to the Participant, any loss by the Participant of any certificates, or any mistakes or errors in the issuance of any certificates or in the certificates themselves, if any. Notwithstanding the foregoing, the Company may elect to recognize the Participant's ownership through uncertificated book entry.

(iv) In the event of the Participant's death, the Vested Portion of the Option shall remain exercisable by the Participant's executor or administrator, or the person or persons to whom the Participant's rights under this Agreement shall pass by will or by the laws of descent and distribution as the case may be, to the extent set forth in Section 4(a) of this Agreement. Any heir or legatee of the Participant shall take rights herein granted subject to the terms and conditions hereof.

#### **5. Restrictive Covenants .**

(a) Competitive Activity. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company Group and accordingly agrees that the Participant will not engage in Competitive Activity. The Participant shall be deemed to have engaged in "Competitive Activity" if during the period commencing on the Date of Grant and

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ending on the second anniversary of the date the Participant terminates Employment with the Company Group, the Participant, whether on the Participant's own behalf or on behalf of or in conjunction with any other person or entity, directly or indirectly: (A) solicits, or assists in soliciting, the business of any client or prospective client of any member of the Company Group, or solicits or assists in soliciting or hires any employee of any member of the Company Group, or interferes with, or attempts to interfere with, the relationships between any of the members of the Company Group, on the one hand, and any of its customers, clients, suppliers, partners, members, employees or investors, on the other hand; (B) becomes an employee, agent, representative, consultant, partner, shareholder or holder of any other financial interest with respect to any person or entity that competes with any member of the Company Group (or that conducts the type of business that any of the members of the Company Group has taken concrete action to conduct in the future), provided, that the Participant may, directly or indirectly, own, solely as an investment, securities of any person or entity engaged in the business of the Company Group which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Participant (x) is not a controlling person of, or a member of a group which controls, such person or entity and (ii) does not, directly or indirectly, own 2% or more of any class of securities of such person or entity; or (C) utters or issues any disparaging or derogatory remarks, or makes any untruthful statements, including pursuant to any press release or public statement, about any member of the Company Group regarding any of the members of the Company Group's financial status, business, compliance with laws, ethics, members, managing members, partners, personnel, directors, officers, employees, consultants, agents, services, business methods or otherwise, or utters or issues any other statements that are reasonably likely to disparage any of the members of the Company Group or are otherwise degrading to any of the members of the Company Group's reputation in the business industry or legal community in which such member operates, provided that the Participant shall be permitted to make any statement that is required by applicable law or necessary to respond in a legal or regulatory proceeding. Notwithstanding the foregoing, if the Participant is subject to a more restrictive non-competition, non-solicitation or non-disparagement covenant in any employment or other agreement with any member of the Company Group, the most restrictive of such non-competition, non-solicitation and non-disparagement covenants shall apply; it being understood that the activities which the Participant is prohibited from engaging in contained herein or in such other non-competition, non-solicitation or non-disparagement covenants all shall be deemed to be "Competitive Activity" for purposes of this Agreement.

(b) Activity Date . If the Participant engages in Competitive Activity, the "Activity Date" shall be the first date on which the Participant engages in such Competitive Activity.

(c) In addition to any other remedies specified herein (including injunctive relief) or otherwise permitted by law, if the Participant engages in Competitive Activity after the Participant has exercised the Vested Portion of the Option, then the Participant shall be required to pay to the Company, within ten (10) business days following the Activity Date, an amount equal to the excess, if any, of (A) the aggregate proceeds the Participant received (x) in connection with the exercise of the Option or (y) upon the sale or other disposition of the Shares received upon exercise of the Option, over (B) the Option Price.

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(d) It is expressly understood and agreed that although the Participant and the Company consider the restrictions contained in this Section 5 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Participant, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) A violation of any of the terms of this Agreement will cause the Company irreparable injury for which adequate remedy at law is not available. Accordingly, this Option entitles the Company to an injunction, restraining order or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction in the United States or any state thereof, in addition to any other remedy to which it may be entitled at law or equity.

**6. No Right to Continued Employment** . Neither the Plan nor this Agreement shall be construed as giving the Participant the right to be retained in the employ of, or in any consulting relationship to, any member of the Company Group. Further, any member of the Company Group may at any time dismiss the Participant or discontinue any consulting relationship, free from any liability or any claim under the Plan or this Agreement, except as otherwise expressly provided herein.

**7. Legend on Certificates** . To the extent applicable, all certificates (or book entries) representing the Shares purchased by exercise of the Option shall be subject to the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates (or notations made next to the book entries) to make appropriate reference to such restrictions.

**8. Transferability** . The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance. No such permitted transfer of the Option to heirs or legatees of the Participant shall be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions thereof. During the Participant's lifetime, the Option is exercisable only by the Participant. Notwithstanding the foregoing, the Chief Legal Officer of the Company may permit the transfer, in accordance with any rules established by the Committee in connection therewith, of all or a portion of the Option granted hereunder to an estate planning vehicle established by the Participant.

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9. **Withholding** . The Participant may be required to pay to the Company Group and the Company Group shall have the right and is authorized to withhold any applicable withholding or other taxes in respect of the Option, its exercise, or any payment or transfer under or with respect to the Option and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding or other taxes. The Participant may elect to pay any or all of such withholding or other taxes as provided in Section 4(c) of the Plan.

10. **Securities Laws** . Upon the acquisition of any Shares pursuant to the exercise of the Option, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

11. **Notices** . Any notice under this Agreement shall be addressed to the Company in care of its Chief Financial Officer and a copy to the Chief Legal Officer, each copy addressed to the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

12. **Governing Law** . This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to conflicts of laws.

13. **Amendment** . This Agreement may be amended only by a written instrument executed by the parties hereto, which specifically states that it is amending this Agreement.

14. **Option Subject to Plan** . By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Option is subject to the Plan. The terms and provisions of the Plan, as they may be amended from time to time, are hereby incorporated by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. **Severability** . In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. **Signature in Counterparts** . This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[ The remainder of this page intentionally left blank .]*

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

**DYNAVOX INC.**

By: /s/ Kenneth D. Misch  
Kenneth D. Misch  
Chief Financial Officer

**MICHELLE L. HEYING**

/s/ Michelle L. Heying  
12 Richmond Circle  
Lexington, MA 02421

The Date of Grant is June 13, 2012.

The number of Shares subject to the Option is 150,000.

The Option Price shall be \$1.21 per Share.

Subject to the Participant's continued Employment through the applicable vesting date, the Option shall vest and become exercisable with respect to twenty-five percent (25%) of the Shares subject to such Option on each of the first four (4) anniversaries of the Date of Grant.

**DYNAVOX INC.  
2010 LONG-TERM INCENTIVE PLAN**

**NON-QUALIFIED STOCK OPTION AGREEMENT**

THIS AGREEMENT (the “**Agreement**”), is made effective as of the date set forth on the signature page hereto (the “**Date of Grant**”), between DynaVox Inc. (the “**Company**”) and the individual named on the signature page hereto (the “**Participant**”).

RECITALS:

WHEREAS, the Company has adopted the Plan (as defined below), the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Committee (as defined in the Plan) has determined that it would be in the best interests of the Company and its stockholders to grant the Option (as defined below) provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Definitions** . Whenever the following terms are used in this Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) **Cause** : “Cause” shall mean “Cause” as defined in any employment, severance or similar agreement then in effect between the Participant and any member of the Company Group or, if no such agreement containing a definition of “Cause” is then in effect or if such term is not defined therein, “Cause” shall mean a termination of employment of the Participant by any member of the Company Group due to (i) the commission by the Participant of an act of fraud or embezzlement, (ii) the indictment or conviction of the Participant for a felony or a crime involving moral turpitude or a plea by the Participant of guilty or nolo contendere involving such a crime, (iii) the malfeasance or willful misconduct by the Participant in the performance of the Participant’s duties, including any misrepresentation or concealment by the Participant on any report submitted to any member of the Company Group, (iv) the violation by the Participant of a written company policy regarding employment, including substance abuse, sexual harassment or discrimination, or the Company’s insider trading policy and/or the related riders to the Company’s Code of Conduct, (v) the willful failure of the Participant to render services to any member of the Company Group in accordance with the Participant’s employment which failure amounts to a material neglect of the Participant’s duties to any member of the Company Group, (vi) the repeated failure of the Participant to comply with reasonable directives of the Board or the Chief Executive Officer of the Company consistent with the Participant’s duties, or (vii) the material breach by the Participant of any of the provisions of any agreement between the Participant, on the one hand, and any member of the Company Group, on the other hand.

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(b) **Company Group** : The Company and its Subsidiaries.

(c) **Expiration Date** : The tenth anniversary of the Date of Grant.

(d) **Good Reason** : “Good Reason” shall mean “Good Reason” as such term may be defined in any employment, severance or similar agreement in effect at the time of the Participant’s termination of Employment between the Participant and any member of the Company Group, or, if there is no such agreement or such term is not defined therein, “Good Reason” shall mean, without the Participant’s consent, a change by the applicable member of the Company Group in the Participant’s duties and responsibilities which is materially inconsistent with the Participant’s position at the applicable member of the Company Group, or a material reduction in the Participant’s annual base salary (excluding any reduction in the Participant’s salary that is part of a plan to reduce salaries of comparably situated employees of the Company Group generally); provided that, notwithstanding anything to the contrary in the foregoing, (i) the Participant shall only have “Good Reason” to terminate employment following the applicable member of the Company Group’s failure to remedy the act or omission which is alleged to constitute “Good Reason” within fifteen (15) days following such member’s receipt of written notice from the Participant specifying such act or omission and (ii) none of the foregoing acts or omissions shall be deemed to constitute “Good Reason” if such act or omission is a direct consequence of the Company not being publicly owned or of a change in the nature and number of the Company’s stockholders.

(e) **Option** : The Option with respect to which the terms and conditions are set forth in Section 3 of this Agreement.

(f) **Plan** : The DynaVox Inc. 2010 Long-Term Incentive Plan, as it may be amended or supplemented from time to time.

(g) **Retirement** : The Participant’s resignation from Employment with the Company Group, so long as the Participant has attained age 65.

(h) **Vested Portion** : At any time, the portion of the Option which has become vested, as described in Section 3 of this Agreement.

2. **Grant of the Option.** The Company hereby grants to the Participant the right and option to purchase, on the terms and conditions hereinafter set forth, all or any part of the number of Shares subject to the Option set forth on the signature page hereto, subject to adjustment as set forth in the Plan. The Option Price shall be as set forth on the signature page hereto. The Option is intended to be a nonqualified stock option, and is not intended to be treated as an incentive stock option that complies with Section 422 of the Code.

### 3. **Vesting of the Option** .

(a) Subject to the Participant’s continued Employment through the applicable vesting date, the Option shall vest and become exercisable at the times set forth on the signature page hereto.

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(b) Termination of Employment. If the Participant's Employment terminates for any reason, the Option, to the extent not then vested and exercisable, shall be immediately canceled by the Company without consideration. Notwithstanding anything to the contrary in this Agreement, in the event of the termination of the Participant's Employment (i) by any member of the Company Group without Cause or (ii) by the Participant for Good Reason, in each case, within the two (2) year period following a Change in Control, the Option shall, to the extent not then vested or previously forfeited or cancelled, become fully vested and exercisable effective as of the termination date.

#### **4. Exercise of the Option.**

(a) Period of Exercise. Subject to the provisions of the Plan and this Agreement, the Participant may exercise all or any part of the Vested Portion of the Option at any time prior to the Expiration Date. Notwithstanding the foregoing, at any time prior to the Expiration Date, the Vested Portion of the Option shall only remain exercisable for the period set forth below with respect to the particular event:

(i) Termination due to Death, Disability or Retirement. If the Participant's Employment is terminated due to the Participant's death, Disability or Retirement, the Participant may exercise the Vested Portion of the Option for a period ending on the earlier of (A) one year following such termination of Employment and (B) the Expiration Date;

(ii) Termination by the Company Other than for Cause or Due to Death, Disability or Retirement. If the Participant's Employment is terminated other than by a member of the Company Group for Cause or due to death, Disability or Retirement, the Participant may exercise the Vested Portion of the Option for a period ending on the earlier of (A) 90 days following such termination of Employment and (B) the Expiration Date;

(iii) Termination by the Company for Cause. If the Participant's Employment is terminated by a member of the Company Group for Cause, the Vested Portion of the Option shall immediately terminate in full and cease to be exercisable; and

(iv) Engaging in Competitive Activity. If the Participant engages in Competitive Activity (as defined in Section 5(a) below), the Vested Portion of the Option shall immediately terminate in full and cease to be exercisable.

#### **(b) Method of Exercise.**

(i) Subject to Section 4(a) of this Agreement and any administrative procedures that may be established by the Company, the Vested Portion of the Option may be exercised by delivering to the Company at its principal office written notice of intent to so exercise; provided that the Option may be exercised with respect to whole Shares only. Such notice shall specify the number of Shares for which the Option is being exercised and shall be accompanied by payment in full of the Option Price. The payment of the Option Price may be made at the election of the Participant (i) in cash or its equivalent ( *e.g.* , by check), (ii) to the extent permitted by the Committee, in Shares

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having a Fair Market Value equal to the aggregate Option Price for the Shares being purchased and satisfying such other requirements as may be imposed by the Committee; provided, that such Shares have been held by the Participant for more than six months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment applying generally accepted accounting principles), (iii) partly in cash and, to the extent permitted by the Committee, partly in such Shares, (iv) if there is a public market for the Shares at such time, to the extent permitted by, and subject to such rules as may be established by the Committee, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate option price for the Shares being purchased, or (v) using a net settlement mechanism whereby the number of Shares delivered upon the exercise of the Option will be reduced by a number of Shares that has a Fair Market Value equal to the Option Price. The Participant shall not have any rights to dividends or other rights of a stockholder with respect to Shares subject to the Option until the Participant has given written notice of exercise of the Option, paid in full for such Shares and, if applicable, has satisfied any other conditions imposed by the Committee pursuant to the Plan.

(ii) Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Option may not be exercised prior to the completion of any registration or qualification of the Option or the Shares under applicable state and federal securities or other laws, or under any ruling or regulation of any governmental body or national securities exchange that the Committee shall in its sole discretion determine to be necessary or advisable.

(iii) Upon the Company's determination that the Option has been validly exercised as to any of the Shares, the Company may issue certificates in the Participant's name for such Shares. However, the Company shall not be liable to the Participant for damages relating to any delays in issuing the certificates, if any, to the Participant, any loss by the Participant of any certificates, or any mistakes or errors in the issuance of any certificates or in the certificates themselves, if any. Notwithstanding the foregoing, the Company may elect to recognize the Participant's ownership through uncertificated book entry.

(iv) In the event of the Participant's death, the Vested Portion of the Option shall remain exercisable by the Participant's executor or administrator, or the person or persons to whom the Participant's rights under this Agreement shall pass by will or by the laws of descent and distribution as the case may be, to the extent set forth in Section 4(a) of this Agreement. Any heir or legatee of the Participant shall take rights herein granted subject to the terms and conditions hereof.

## **5. Restrictive Covenants.**

(a) Competitive Activity. The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company Group and accordingly agrees that the Participant will not engage in Competitive Activity. The Participant shall be deemed to have engaged in "Competitive Activity" if during the period commencing on the Date of Grant and

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ending on the second anniversary of the date the Participant terminates Employment with the Company Group, the Participant, whether on the Participant's own behalf or on behalf of or in conjunction with any other person or entity, directly or indirectly: (A) solicits, or assists in soliciting, the business of any client or prospective client of any member of the Company Group, or solicits or assists in soliciting or hires any employee of any member of the Company Group, or interferes with, or attempts to interfere with, the relationships between any of the members of the Company Group, on the one hand, and any of its customers, clients, suppliers, partners, members, employees or investors, on the other hand; (B) becomes an employee, agent, representative, consultant, partner, shareholder or holder of any other financial interest with respect to any person or entity that competes with any member of the Company Group (or that conducts the type of business that any of the members of the Company Group has taken concrete action to conduct in the future), provided, that the Participant may, directly or indirectly, own, solely as an investment, securities of any person or entity engaged in the business of the Company Group which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Participant (x) is not a controlling person of, or a member of a group which controls, such person or entity and (ii) does not, directly or indirectly, own 2% or more of any class of securities of such person or entity; or (C) utters or issues any disparaging or derogatory remarks, or makes any untruthful statements, including pursuant to any press release or public statement, about any member of the Company Group regarding any of the members of the Company Group's financial status, business, compliance with laws, ethics, members, managing members, partners, personnel, directors, officers, employees, consultants, agents, services, business methods or otherwise, or utters or issues any other statements that are reasonably likely to disparage any of the members of the Company Group or are otherwise degrading to any of the members of the Company Group's reputation in the business industry or legal community in which such member operates, provided that the Participant shall be permitted to make any statement that is required by applicable law or necessary to respond in a legal or regulatory proceeding. Notwithstanding the foregoing, if the Participant is subject to a more restrictive non-competition, non-solicitation or non-disparagement covenant in any employment or other agreement with any member of the Company Group, the most restrictive of such non-competition, non-solicitation and non-disparagement covenants shall apply; it being understood that the activities which the Participant is prohibited from engaging in contained herein or in such other non-competition, non-solicitation or non-disparagement covenants all shall be deemed to be "Competitive Activity" for purposes of this Agreement.

(b) Activity Date. If the Participant engages in Competitive Activity, the "Activity Date" shall be the first date on which the Participant engages in such Competitive Activity.

(c) In addition to any other remedies specified herein (including injunctive relief) or otherwise permitted by law, if the Participant engages in Competitive Activity after the Participant has exercised the Vested Portion of the Option, then the Participant shall be required to pay to the Company, within ten (10) business days following the Activity Date, an amount equal to the excess, if any, of (A) the aggregate proceeds the Participant received (x) in connection with the exercise of the Option or (y) upon the sale or other disposition of the Shares received upon exercise of the Option, over (B) the Option Price.

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(d) It is expressly understood and agreed that although the Participant and the Company consider the restrictions contained in this Section 5 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Participant, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) A violation of any of the terms of this Agreement will cause the Company irreparable injury for which adequate remedy at law is not available. Accordingly, this Option entitles the Company to an injunction, restraining order or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction in the United States or any state thereof, in addition to any other remedy to which it may be entitled at law or equity.

**6. No Right to Continued Employment** . Neither the Plan nor this Agreement shall be construed as giving the Participant the right to be retained in the employ of, or in any consulting relationship to, any member of the Company Group. Further, any member of the Company Group may at any time dismiss the Participant or discontinue any consulting relationship, free from any liability or any claim under the Plan or this Agreement, except as otherwise expressly provided herein.

**7. Legend on Certificates** . To the extent applicable, all certificates (or book entries) representing the Shares purchased by exercise of the Option shall be subject to the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates (or notations made next to the book entries) to make appropriate reference to such restrictions.

**8. Transferability** . The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance. No such permitted transfer of the Option to heirs or legatees of the Participant shall be effective to bind the Company unless the Committee shall have been furnished with written notice thereof and a copy of such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions thereof. During the Participant's lifetime, the Option is exercisable only by the Participant. Notwithstanding the foregoing, the Chief Legal Officer of the Company may permit the transfer, in accordance with any rules established by the Committee in connection therewith, of all or a portion of the Option granted hereunder to an estate planning vehicle established by the Participant.

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9. **Withholding** . The Participant may be required to pay to the Company Group and the Company Group shall have the right and is authorized to withhold any applicable withholding or other taxes in respect of the Option, its exercise, or any payment or transfer under or with respect to the Option and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding or other taxes. The Participant may elect to pay any or all of such withholding or other taxes as provided in Section 4(c) of the Plan.

10. **Securities Laws** . Upon the acquisition of any Shares pursuant to the exercise of the Option, the Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

11. **Notices** . Any notice under this Agreement shall be addressed to the Company in care of its Chief Financial Officer and a copy to the Chief Legal Officer, each copy addressed to the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

12. **Governing Law** . This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to conflicts of laws.

13. **Amendment** . This Agreement may be amended only by a written instrument executed by the parties hereto, which specifically states that it is amending this Agreement.

14. **Option Subject to Plan** . By entering into this Agreement the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Option is subject to the Plan. The terms and provisions of the Plan, as they may be amended from time to time, are hereby incorporated by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. **Severability** . In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. **Signature in Counterparts** . This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[ The remainder of this page intentionally left blank .]*

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

**DYNAVOX INC.**

By: /s/ Michelle L. Heying  
Michelle L. Heying  
Chief Executive Officer

**KENNETH D. MISCH**

/s/ Kenneth D. Misch  
103 Radcliff Drive  
Pittsburgh, PA 15237

The Date of Grant is June 13, 2012.

The number of Shares subject to the Option is 50,000.

The Option Price shall be \$1.21 per Share.

Subject to the Participant's continued Employment through the applicable vesting date, the Option shall vest and become exercisable with respect to twenty-five percent (25%) of the Shares subject to such Option on each of the first four (4) anniversaries of the Date of Grant.