

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA _____

Composed of _____

Address (line 1)

Address (line 2) _____

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package: 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

FORM PTO-1618B
Expires 06/30/99
OMR 0551-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76205802"/>	<input type="text" value="76210005"/>	<input type="text" value="76189009"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76189008"/>	<input type="text" value="76189007"/>	<input type="text" value="76225066"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76130950"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SION KIM  May 18, 2001

Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name Recoton Audio Corporation

10312000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

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Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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- General Partnership
- Limited Partnership
- Corporation
- Association
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Enter Additional Receiving Party

Name

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of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing or for any injury to goodwill, the right to sue for infringement and all proceeds of the foregoing, including, without limitation, license royalties, fees, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interests granted to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors under the Security Agreements. The rights and remedies of the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is hereby incorporated by reference) and the other Loan Documents and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreements, in the other Loan Documents or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreements. Notwithstanding the foregoing, Assignor authorizes the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, upon notice to Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any registration of or any application for any Trademark owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors from time to time, to subject any owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreements.

3. Termination of Agreement

When the Secured Obligations have been paid and satisfied in full, this Agreement shall terminate and the Assignee, at the request and sole expense of the Assignor (other than unasserted indemnity obligations), will execute and deliver to the Assignor such documents as may be necessary to evidence the release of liens granted to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, and Assignee will duly, without recourse, representation or warranty of any kind whatsoever, release from the security interest the Trademarks not therefore disposed of, applied to, or released from the security interest created hereby and under the Security Agreements; provided, however, that (i) Senior Agent shall not be required to execute any such document on terms which, in Senior Agent's opinion, would

expose Senior Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens granted to Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors upon (or obligations of any Assignor in respect of), all interests retained by any Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the property covered by this Agreement or the Loan Documents.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Assignor, the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors and their respective successors and assigns, except that the Assignor may not assign its rights or obligations under this Agreement without the written consent of the Senior Agent, each Senior Lender and each Subordinated Creditor.

6. Counterparts; Effectiveness.

This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

HELLER FINANCIAL, INC.
("Assignee" and "Senior Agent, on behalf of Agents,
Senior Lenders, Subordinated Agent and Subordi-
nated Creditors")

By: 
Name: Dwayne L. Coker
Title: Vice President

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this document to be duly executed and delivered as of the date first above written.

RECOTON CORPORATION

By: 
Name: Arnold Kozlowski
Title: Senior Vice President - Finance

INTERACT ACCESSORIES, INC.
RECOTON AUDIO CORPORATION
AAMP OF FLORIDA, INC.
RECOTON HOME AUDIO, INC.
RECOTON CANADA LTD.

By: 
Name: Arnold Kozlowski
Title: Vice President

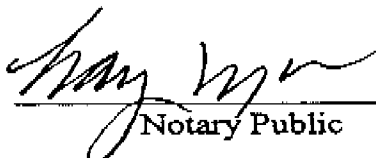
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President - Fianance, on behalf of RECOTON CORPORATION, a New York corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01BO5076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

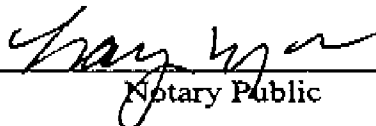
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of INTERACT ACCESSORIES, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

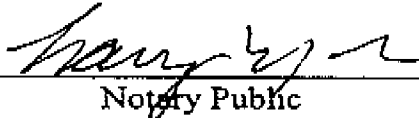
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of RECOTON AUDIO CORPORATION, a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
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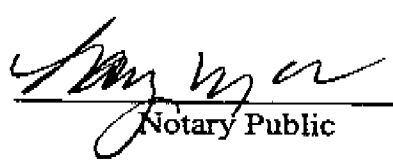
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of AAMP OF FLORIDA, INC., a Florida corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
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No. 01805076871
Qualified in New York County
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Notary Public

My Commission Expires:

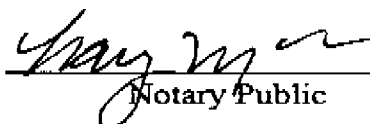
STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

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WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01805076871
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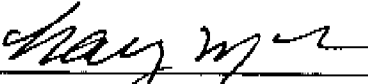
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COUNTY OF NEW YORK)

On October 31st, 2000 before me, the undersigned, a notary public in and for said state and county, personally appeared Arnold Kezsbom, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of RECOTON CANADA LTD., an Ontario corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

BARRY M. BOVSHOW
Notary Public, State of New York
No. 01B05076871
Qualified in New York County
Commission Expires April 28, 2001



Notary Public

My Commission Expires:

SCHEDULE OF TRADEMARKS

MARK	COUNTRY (STATE)	REG. NO. (APP. NO.)	REG. DATE (FILING DATE)	RECORD OWNER	COMMENTS
ADAPTATIP	U.S.	(76/205,802)	(02/06/2001)	RECOTON CORPORATION	PENDING
ADVANCED ACOUSTIC AC-CURACY	U.S.	(76/210,005)	(02/12/2001)	RECOTON AUDIO CORPORATION	PENDING
AWF	U.S.	(76/189,009)	(01/03/2001)	RECOTON CORPORATION	PENDING
FLEX TIP	U.S.	(76/189,008)	(01/03/2001)	RECOTON CORPORATION	PENDING
FNT	U.S.	(76/189,007)	(01/03/2001)	RECOTON CORPORATION	PENDING
LINEAR RE-SEARCH	U.S.	(76/225,066)	(03/15/2001)	RECOTON AUDIO CORPORATION	PENDING
BLACK STORM	U.S.	(76/130,950)	(09/20/2001)	INTERACT ACCESSORIES, INC.	PENDING