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

04-19-2001

101680259

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

4/3/01

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

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 02/08/01

Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 02/08/01

Name: MONSTER CABLE PRODUCTS, INC.

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: CALIFORNIA

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: IMPERIAL BANK, AS AGENT

DBA/AKA/TA:

Composed of:

Address (line 1): 275 BATTERY STREET, SUITE 1100

Address (line 2):

Address (line 3): SAN FRANCISCO (City) CALIFORNIA (State/Country) 94111 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: CALIFORNIA

[ ] 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.)*

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

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 (415) 617-2100

Name NEIL J. RUBENSTEIN

Address (line 1) ARTER & HADDEN, LLP

Address (line 2) TWO EMBARCADERO CENTER, 5TH FLOOR

Address (line 3) SAN FRANCISCO, CALIFORNIA 94111

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 19

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

[X] 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)		

Number of Properties

Enter the total number of properties involved. # 117

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 2,940.00

Method of Payment: Enclosed [X] 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.

NEIL J. RUBENSTEIN	Neil J. Rubenstein	FEBRUARY 8, 2001
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 02/08/01

Name: LEE, NOEL

Formerly:

☒ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization: UNITED STATES

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:

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ 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.)*

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)		

1.1 91439
/

Schedule 5

U.S. Trademarks

DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT345	USA	Pending	IN9	75/333,359	30JL1997			AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT266	USA	Pending	IN9	75/363,243	25SE1997			FIRELINK	Monster Cable Products, Inc.
LGT313	USA	Pending	IN9	75/673,722	01AP1999			FUTURE READY	Monster Cable Products, Inc.
LGT468	USA	Pending	IN 28	75/779,420	17AU1999			GAME MONSTER	Monster Cable Products, Inc.
LGT517	USA	Pending	IN9	75/867,908	09DE1999			HDV	Monster Cable Products, Inc.
LGT292	USA	Pending	IN9	75/867,500	09DE1999			MISCELLANEOUS DESIGN (E-Cube)	Monster Cable Products, Inc.
LGT277	USA	Pending	IN9	75/413,110	02JA1998			MISCELLANEOUS DESIGN (TURBINE SURFACE)	Monster Cable Products, Inc.
LGT253	USA	Pending	IN 25	75/325,907	10JL1997			MONSTER	Monster Cable Products, Inc.
LGT547	USA	Pending	IN9	75/157,718	28JL1998			MONSTER 3D	Monster Cable Products, Inc.
LGT589	USA	Pending	IN 35	unknown	14DE2000			MONSTER BUCKS	Monster Cable Products, Inc.
LGT548	USA	Pending	IN9	75/523,989	12MR1999			MONSTER FUSION	Monster Cable Products, Inc.
LGT446	USA	Pending	IN9	75/779,519	17AU1999			MONSTER GAME	Monster Cable Products, Inc.
LGT516	USA	Pending	IN 42	75/867,911	09DE1999			MONSTER LINKS	Monster Cable Products, Inc.
LGT537	USA	Pending	IN 38	75/929,644	24FE2000			MONSTER MARKET	Monster Cable Products, Inc.
LGT511	USA	Pending	IN 42	75/827,373	19OC1999			MONSTER STYLE	Monster Cable Products, Inc.
LGT536	USA	Pending	IN 42	75/899,157	18JA2000			MONSTERS LIVE FOREVER	Monster Cable Products, Inc.
LGT538	USA	Pending	IN9	75/904,055	28JA2000			POWERFLEX	Monster Cable Products, Inc.
LGT285	USA	Pending	IN9	75/453,496	17MR1998			QUADRIPOLE	Monster Cable Products, Inc.
LGT268	USA	Pending	IN9	75/386,875	07NO1997			U-LINK	Monster Cable Products, Inc.
LGT458	USA	Pending	IN 41	75/779,418	17AU1999			VIDEO JACK	Monster Cable Products, Inc.
LGT373	USA	Pending	IN9	75/232,197	28JA1997			INVISISOUND	Monster Cable International
LGT502	USA	Pending	IN9	75/101,498	09MY1996			MONSTER BATTERIES	Monster Cable International
LGT432	USA	Pending	IN 14	75/232,195	28JA1997			MONSTER DESIGN	Monster Cable International
LGT348	USA	Pending	IN9	75/232,192	28JA1997			MONSTER WIRE AMERICA	Monster Cable International
LGT350	USA	Granted	IN9	73/519,445	18JA1985	1,382,112	11FE1986	ALPHA	Monster Cable Products, Inc.
LGT534	USA	Granted	IN 25	74/564,872	24AU1994	1,916,589	05SE1995	AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT518	USA	Granted	IN9	73/749,025	29AU1988	1,571,625	19DE1989	BANDWIDTH BALANCED	Monster Cable Products, Inc.
LGT388	USA	Granted	IN9	74/022,576	25JA1990	1,653,498	13AU1991	BASS CONTROL CONDUCTOR	Monster Cable Products, Inc.

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT379	USA	Granted	IN 20	73/699,947	09SE1987	1,499,602	09AU1988	BOB WIRE	Monster Cable Products, Inc.
LGT407	USA	Granted	IN9	74/163,717	06MY1991	1,732,586	17NO1992	BURNISHED METAL DESIGN	Monster Cable Products, Inc.
LGT377	USA	Granted	IN9	73/696,103	18NO1987	1,647,907	18JE1991	Cable Design (transparent cylindrical insulation)	Monster Cable Products, Inc.
LGT398	USA	Granted	IN9	74/084,345	02AU1990	1,670,778	31DE1991	CI	Monster Cable Products, Inc.
LGT360	USA	Granted	IN9	73/440,052	19AU1983	1,358,904	10SE1985	DURAFLEX	Monster Cable Products, Inc.
LGT255	USA	Granted	IN9	75/345,535	22AU1997	2,327,595	14MR2000	ENTEC	Monster Cable Products, Inc.
LGT286	USA	Granted	IN9	75/676,699	07AP1999	2,343,187	18AP2000	ENTECH	Monster Cable Products, Inc.
LGT257	USA	Granted	IN9	75/345,523	22AU1997	2,363,358	27JE2000	ENTERTAINMENT TECHNOLOGIES	Monster Cable Products, Inc.
LGT358	USA	Granted	IN9	73/385,442	14SE1982	1,286,897	24JL1984	GOLD PIN	Monster Cable Products, Inc.
LGT396	USA	Granted	IN9	74/045,900	04AP1990	1,655,307	03SE1991	GROUND CONTROL	Monster Cable Products, Inc.
LGT419	USA	Granted	IN9	323,634	14AU1981	1,230,896	15MR1983	HOT WIRES	Monster Cable Products, Inc.
LGT367	USA	Granted	IN 25	73/465,665	14FE1984	1,414,284	21OC1986	I AM A MONSTER	Monster Cable Products, Inc.
LGT355	USA	Granted	IN9	73/330,073	28SE1981	1,263,438	10JA1984	INTERLINK	Monster Cable Products, Inc.
LGT365	USA	Granted	IN9	73/465,663	14FE1984	1,329,322	09AP1985	INTERLINK REFERENCE	Monster Cable Products, Inc.
LGT273	USA	Granted	IN9	75/503,479	16JE1998	2,285,010	12OC1999	INVAREX	Monster Cable Products, Inc.
LGT409	USA	Granted	IN9	74/176,789	14JE1991	1,677,476	03MR1992	LOCK NOTCH	Monster Cable Products, Inc.
LGT630	USA	Granted	IN9	75/118,963	06SE1996	2,334,076	28MR2000	M INTERLINK	Monster Cable Products, Inc.
LGT378	USA	Granted	IN9	73/698,143	30NO1987	1,623,331	20NO1990	M Series	Monster Cable Products, Inc.
LGT372	USA	Granted	IN9	683,261	09SE1987	1,513,402	22NO1988	M1000	Monster Cable Products, Inc.
LGT374	USA	Granted	IN9	683,295	09SE1987	1,497,506	26JL1988	Mac Cable	Monster Cable Products, Inc.
LGT523	USA	Granted	IN9	74/578,084	26SE1994	1,931,273	31OC1995	MacSpeaker	Monster Cable Products, Inc.
LGT375	USA	Granted	IN9	73/690,743	20OC1987	1,494,040	28JE1988	MAGNETIC FLUX TUBE	Monster Cable Products, Inc.
LGT415	USA	Granted	IN9	74/190,224	31JL1991	1,694,179	16JE1992	MC (Design)	Monster Cable Products, Inc.
LGT412	USA	Granted	IN9	74/208,575	30SE1991	1,711,365	01SE1992	MD (Design)	Monster Cable Products, Inc.
LGT408	USA	Granted	IN9	74/168,644	21MY1991	1,695,865	23JE1992	ME2	Monster Cable Products, Inc.
LGT376	USA	Granted	IN9	73/696,052	18NO1987	1,527,887	07MR1989	MicroFiber	Monster Cable Products, Inc.
LGT276	USA	Granted	IN9	75/458,471	27MR1998	2,256,930	29JE1999	MISCELLANEOUS DESIGN (MS)	Monster Cable Products, Inc.
LGT272	USA	Granted	IN9	75/413,255	02JA1998	2,309,789	18JA2000	MISCELLANEOUS DESIGN (Sigma)	Monster Cable Products, Inc.
LGT250	USA	Granted	IN9	75/332,159	07JL1997	2,184,002	25AU1998	MONSTER	Monster Cable Products, Inc.
LGT251	USA	Granted	IN 16	75/332,160	07JL1997	2,197,793	20OC1998	MONSTER	Monster Cable Products, Inc.
LGT363	USA	Granted	IN9	73/465,419	13FE1984	1,340,229	11JE1985	MONSTER CABLE	Monster Cable Products, Inc.
LGT364	USA	Granted	IN9	73/465,662	14FE1984	1,342,164	18JE1985	MONSTER CABLE	Monster Cable Products, Inc.

TRADEMARK
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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT369	USA	Granted	IN9	73/519,714	28JA1985	1,384,076	25FE1986	MONSTER CABLE (design)	Monster Cable Products, Inc.
LGT362	USA	Granted	IN9	73/465,361	13FE1984	1,336,372	21MY1985	MONSTER CABLE SPECIAL	Monster Cable Products, Inc.
LGT402	USA	Granted	IN 16	74/112,954	06NO1990	1,812,892	21DE1993	MONSTER CONNECTION	Monster Cable Products, Inc.
LGT413	USA	Granted	IN9	74/219,197	05NO1991	1,738,114	08DE1992	MONSTER DESIGN	Monster Cable Products, Inc.
LGT467	USA	Granted	IN9	75/779,520	17AU1999	2,381,247	29AU2000	MONSTER DIGITAL	Monster Cable Products, Inc.
LGT418	USA	Granted	IN9	74/430,913	31AU1993	1,844,244	12JL1994	MONSTER HOME THEATRE	Monster Cable Products, Inc.
LGT271	USA	Granted	IN9	75/412,237	30DE1997	2,330,194	14MR2000	MONSTER LOCK	Monster Cable Products, Inc.
LGT353	USA	Granted	IN 41	74/028,108	12FE1990	1,665,277	19NO1991	MONSTER MUSIC	Monster Cable Products, Inc.
LGT380	USA	Granted	IN9	73/754,953	29SE1988	1,537,306	02MY1989	MONSTER MUSIC	Monster Cable Products, Inc.
LGT417	USA	Granted	IN9	74/391,928	18MY1993	1,824,258	01MR1994	MONSTER POWER	Monster Cable Products, Inc.
LGT400	USA	Granted	IN9	74/106,666	17OC1990	1,759,527	23MR1993	MONSTER SOUND	Monster Cable Products, Inc.
LGT466	USA	Granted	IN9	75/779,419	17AU1999	2,381,246	29AU2000	MONSTER STANDARD	Monster Cable Products, Inc.
LGT387	USA	Granted	IN 41	74/022,436	25JA1990	1,690,903	02JE1992	MONSTER STYLE	Monster Cable Products, Inc.
LGT366	USA	Granted	IN9	73/465,664	14FE1984	1,331,414	30JL1985	MONSTER TIPS	Monster Cable Products, Inc.
LGT370	USA	Granted	IN9	73/601,696	02JE1986	1,428,215	10FE1987	MONSTER VIDEO	Monster Cable Products, Inc.
LGT256	USA	Granted	IN9	75/345,337	22AU1997	2,248,819	01JE1999	NUMBER CRUNCHER	Monster Cable Products, Inc.
LGT384	USA	Granted	IN9	74/008,876	08DE1989	1,694,050	16JE1992	OMNIFLEX	Monster Cable Products, Inc.
LGT410	USA	Granted	IN9	74/179,454	21JE1991	1,689,979	02JE1992	PERSONA	Monster Cable Products, Inc.
LGT368	USA	Granted	IN9	73/466,396	21FE1984	1,347,338	09JL1985	PHONOLINK	Monster Cable Products, Inc.
LGT356	USA	Granted	IN9	73/330,103	28SE1981	1,224,040	18JA1983	POWERLINE (stylized)	Monster Cable Products, Inc.
LGT416	USA	Granted	IN9	74/264,747	10AP1992	1,734,593	24NO1992	POWERSCREW	Monster Cable Products, Inc.
LGT357	USA	Granted	IN9	73/384,957	13SE1982	1,362,996	01OC1985	THE NECESSORY	Monster Cable Products, Inc.
LGT270C	USA	Granted	unknown	VA891-149	25NO1997	VA891-149	05DE1997	THE POD PACKAGE INSERT LABEL	Monster Cable Products, Inc.
LGT394	USA	Granted	IN9	74.037,244	12MR1990	1,659,498	08OC1991	TIME CORRECT	Monster Cable Products, Inc.
LGT397	USA	Granted	IN9	74/053,820	30AP1990	1,654,220	20AU1991	TURBINE	Monster Cable Products, Inc.
LGT395	USA	Granted	IN9	74/040,035	19MR1990	1,675,589	11FE1992	TWIST CRIMP	Monster Cable Products, Inc.
LGT515	USA	Granted	IN9	75/867,501	09DE1999	2,385,800	12SE2000	VRS	Monster Cable Products, Inc.
LGT371	USA	Granted	IN9	683,247	09SE1987	1,512,433	15NO1988	XP	Monster Cable Products, Inc.
LGT359	USA	Granted	IN9	73/387,911	23SE1982	1,259,288	29NO1983	Xterminator (stylized)	Monster Cable Products, Inc.
LGT522	USA	Granted	IN9	74/716,033	11AU1995	2,204,177	17NO1998	BIGGIE	Monster Cable International
LGT351	USA	Granted	IN9	74/727,903	12SE1995	2,060,138	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT352	USA	Granted	IN9	74/728,026	12SE1995	2,060,139	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT349	USA	Granted	IN9	75/284,166	30AP1997	2,178,199	04AU1998	INVISISOUND	Monster Cable International

TRADEMARK
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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT337	USA	Granted	IN9	74/543,550	29JE1994	1,913,124	22AU1995	JUST HOOK IT UP	Monster Cable International
LGT527	USA	Granted	IN9	75/101,630	09MY1996	2,075,460	01JL1997	M (DESIGN)	Monster Cable International
LGT439	USA	Granted	IN9	75/302,015	28MY1997	2,224,785	16FE1999	MICROXLN	Monster Cable International
LGT503	USA	Granted	IN9	75/101,102	09MY1996	2,055,050	22AP1997	MONSTER CAR AUDIO	Monster Cable International
LGT340	USA	Granted	IN9	75/237,886	07FE1997	2,220,851	26JA1999	MONSTER CENTRAL	Monster Cable International
LGT341	USA	Granted	IN9	75/281,610	24AP1997	2,185,607	01SE1998	MONSTER COMPUTER	Monster Cable International
LGT347	USA	Granted	IN9	75/232,198	28JA1997	2,183,518	25AU1998	MONSTER INTERNET	Monster Cable International
LGT434	USA	Granted	IN9	75/232,196	28JA1997	2,215,211	29DE1998	MONSTER MICROPHONE	Monster Cable International
LGT435	USA	Granted	IN9	75/232,314	28JA1997	2,211,670	15DE1998	MONSTER MOUNTS	Monster Cable International
LGT436	USA	Granted	IN9	75/232,317	28JA1997	2,153,562	28AP1998	MONSTER MULTIMEDIA	Monster Cable International
LGT437	USA	Granted	IN9	75/302,123	28MY1997	2,227,322	02MR1999	MONSTER NETWORKING	Monster Cable International
LGT333	USA	Granted	IN9	75/232,124	28JA1997	2,213,346	22DE1998	MONSTER POWER	Monster Cable International
LGT505	USA	Granted	IN9	75/101,629	09MY1996	2,083,506	29JL1997	MONSTER SATELLITE	Monster Cable International
LGT443	USA	Granted	IN9	75/407,593	18DE1997	2,231,969	16MR1999	NOISE LOGO	Monster Cable International
LGT520	USA	Granted	IN9	74/387,105	05MY1993	1,891,651	25AP1995	OUT OF WALL	Monster Cable International
LGT438	USA	Granted	IN9	75/302,016	28MY1997	2,245,395	18MY1999	PERFORMER SERIES	Monster Cable International
LGT529	USA	Granted	IN9	75/271,247	07AP1997	2,206,567	01DE1998	POWERSPLIT	Monster Cable International
LGT521	USA	Granted	IN9	74/469,910	15DE1993	1,888,281	11AP1995	TAKE IT TO THE NEXT LEVEL	Monster Cable International
LGT528	USA	Granted	IN9	75/271,239	07AP1997	2,222,224	09FE1999	TECHNOLOGY YOU CAN HEAR	Monster Cable International
LGT291	USA	Granted	IN9	75/101,628	09MY1996	2,090,838	26AU1997	VIDEO MINI	Monster Cable International
LGT431	USA	Granted	IN9	75/165,985	13SE1996	2,234,755	23MR1999	WIRE AMERICA	Monster Cable International
LGT354	USA	Granted	IN9	74/598,104	14NO1994	1,948,533	16JA1996	XLN	Monster Cable International
LGT430	USA	Granted	IN9	75/099,398	06MY1994	2,136,356	10FE1998	XTRA LOW NOISE	Monster Cable International
LGT339	USA	Granted		73/176,009	26JE1978	1,144,700	30DE1980	MONSTER CABLE	Noel Lee

TRADEMARK
REEL: 002271 FRAME: 0077

GRANT OF SECURITY INTEREST IN TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Noel Lee ("Pledgor"), who resides at 5810 Coolwater Cove, Dallas, Texas 75252, hereby grants to Imperial Bank, a California banking corporation, as Agent for Lenders ("Agent"), with an office at 275 Battery Street, Suite 1100, San Francisco, California 94111, a security interest in the following:

(a) All of Pledgor's right, title and interest in and to the trademarks set forth on Schedule 5 hereto, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks (collectively referred to as "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights set forth above;

(c) All licenses or other rights to use of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement is made to secure prompt payment of any and all Obligations and in order to secure prompt performance by Monster Cable Products, Inc. of each of its covenants and duties under the Loan and Security Agreement, dated November 22, 2000, among Monster Cable Products, Inc., Imperial Bank, and Bank One, Arizona, NA (as amended, modified and restated, the "Loan and Security Agreement"). This Agreement has been granted in conjunction with the security interest granted to Agent in the Pledge Agreement, dated November 22, 2000, among Noel Lee, Imperial Bank and Bank One, Arizona, NA (as amended, modified and restated, the "Pledge Agreement"). The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Pledge Agreement, all terms and provisions of which are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Pledge Agreement. In the event that any provisions of this Agreement conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of February 8, 2001.

Noel Lee

IMPERIAL BANK,
a California banking corporation, as Agent

By: _____
Name: TIMOTHY D. MYERS
Title: VICE PRESIDENT

TRADEMARK
REEL: 002271 FRAME: 0079

Schedule 5

U.S. Trademarks

DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT345	USA	Pending	IN9	75/333,359	30JL1997			AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT266	USA	Pending	IN9	75/363,243	25SE1997			FIRELINK	Monster Cable Products, Inc.
LGT313	USA	Pending	IN9	75/673,722	01AP1999			FUTURE READY	Monster Cable Products, Inc.
LGT468	USA	Pending	IN 28	75/779,420	17AU1999			GAME MONSTER	Monster Cable Products, Inc.
LGT517	USA	Pending	IN9	75/867,908	09DE1999			HDV	Monster Cable Products, Inc.
LGT292	USA	Pending	IN9	75/867,500	09DE1999			MISCELLANEOUS DESIGN (E-Cube)	Monster Cable Products, Inc.
LGT277	USA	Pending	IN9	75/413,110	02JA1998			MISCELLANEOUS DESIGN (TURBINE SURFACE)	Monster Cable Products, Inc.
LGT253	USA	Pending	IN 25	75/325,907	10JL1997			MONSTER	Monster Cable Products, Inc.
LGT547	USA	Pending	IN9	75/157,718	28JL1998			MONSTER 3D	Monster Cable Products, Inc.
LGT589	USA	Pending	IN 35	unknown	14DE2000			MONSTER BUCKS	Monster Cable Products, Inc.
LGT548	USA	Pending	IN9	75/523,989	12MR1999			MONSTER FUSION	Monster Cable Products, Inc.
LGT446	USA	Pending	IN9	75/779,519	17AU1999			MONSTER GAME	Monster Cable Products, Inc.
LGT516	USA	Pending	IN 42	75/867,911	09DE1999			MONSTER LINKS	Monster Cable Products, Inc.
LGT537	USA	Pending	IN 38	75/929,644	24FE2000			MONSTER MARKET	Monster Cable Products, Inc.
LGT511	USA	Pending	IN 42	75/827,373	19OC1999			MONSTER STYLE	Monster Cable Products, Inc.
LGT536	USA	Pending	IN 42	75/899,157	18JA2000			MONSTERS LIVE FOREVER	Monster Cable Products, Inc.
LGT538	USA	Pending	IN9	75/904,055	28JA2000			POWERFLEX	Monster Cable Products, Inc.
LGT285	USA	Pending	IN9	75/453,496	17MR1998			QUADRIPOLE	Monster Cable Products, Inc.
LGT268	USA	Pending	IN9	75/386,875	07NO1997			U-LINK	Monster Cable Products, Inc.
LGT458	USA	Pending	IN 41	75/779,418	17AU1999			VIDEO JACK	Monster Cable Products, Inc.
LGT373	USA	Pending	IN9	75/232,197	28JA1997			INVISISOUND	Monster Cable International
LGT502	USA	Pending	IN9	75/101,498	09MY1996			MONSTER BATTERIES	Monster Cable International
LGT432	USA	Pending	IN 14	75/232,195	28JA1997			MONSTER DESIGN	Monster Cable International
LGT348	USA	Pending	IN9	75/232,192	28JA1997			MONSTER WIRE AMERICA	Monster Cable International
LGT350	USA	Granted	IN9	73/519,445	18JA1985	1,382,112	11FE1986	ALPHA	Monster Cable Products, Inc.
LGT534	USA	Granted	IN 25	74/564,872	24AU1994	1,916,589	05SE1995	AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT518	USA	Granted	IN9	73/749,025	29AU1988	1,571,625	19DE1989	BANDWIDTH BALANCED	Monster Cable Products, Inc.
LGT388	USA	Granted	IN9	74/022,576	25JA1990	1,653,498	13AU1991	BASS CONTROL CONDUCTOR	Monster Cable Products, Inc.

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT379	USA	Granted	IN 20	73/699,947	09SE1987	1,499,602	09AU1988	BOB WIRE	Monster Cable Products, Inc.
LGT407	USA	Granted	IN9	74/163,717	06MY1991	1,732,586	17NO1992	BURNISHED METAL DESIGN	Monster Cable Products, Inc.
LGT377	USA	Granted	IN9	73/696,103	18NO1987	1,647,907	18JE1991	Cable Design (transparent cylindrical insulation)	Monster Cable Products, Inc.
LGT398	USA	Granted	IN9	74/084,345	02AU1990	1,670,778	31DE1991	CI	Monster Cable Products, Inc.
LGT360	USA	Granted	IN9	73/440,052	19AU1983	1,358,904	10SE1985	DURAFLEX	Monster Cable Products, Inc.
LGT255	USA	Granted	IN9	75/345,535	22AU1997	2,327,595	14MR2000	ENTEC	Monster Cable Products, Inc.
LGT286	USA	Granted	IN9	75/676,699	07AP1999	2,343,187	18AP2000	ENTECH	Monster Cable Products, Inc.
LGT257	USA	Granted	IN9	75/345,523	22AU1997	2,363,358	27JE2000	ENTERTAINMENT TECHNOLOGIES	Monster Cable Products, Inc.
LGT358	USA	Granted	IN9	73/385,442	14SE1982	1,286,897	24JL1984	GOLD PIN	Monster Cable Products, Inc.
LGT396	USA	Granted	IN9	74/045,900	04AP1990	1,655,307	03SE1991	GROUND CONTROL	Monster Cable Products, Inc.
LGT419	USA	Granted	IN9	323,634	14AU1981	1,230,896	15MR1983	HOT WIRES	Monster Cable Products, Inc.
LGT367	USA	Granted	IN 25	73/465,665	14FE1984	1,414,284	21OC1986	I AM A MONSTER	Monster Cable Products, Inc.
LGT355	USA	Granted	IN9	73/330,073	28SE1981	1,263,438	10JA1984	INTERLINK	Monster Cable Products, Inc.
LGT365	USA	Granted	IN9	73/465,663	14FE1984	1,329,322	09AP1985	INTERLINK REFERENCE	Monster Cable Products, Inc.
LGT273	USA	Granted	IN9	75/503,479	16JE1998	2,285,010	12OC1999	INVAREX	Monster Cable Products, Inc.
LGT409	USA	Granted	IN9	74/176,789	14JE1991	1,677,476	03MR1992	LOCK NOTCH	Monster Cable Products, Inc.
LGT630	USA	Granted	IN9	75/118,963	06SE1996	2,334,076	28MR2000	M INTERLINK	Monster Cable Products, Inc.
LGT378	USA	Granted	IN9	73/698,143	30NO1987	1,623,331	20NO1990	M Series	Monster Cable Products, Inc.
LGT372	USA	Granted	IN9	683,261	09SE1987	1,513,402	22NO1988	M1000	Monster Cable Products, Inc.
LGT374	USA	Granted	IN9	683,295	09SE1987	1,497,506	26JL1988	Mac Cable	Monster Cable Products, Inc.
LGT523	USA	Granted	IN9	74/578,084	26SE1994	1,931,273	31OC1995	MacSpeaker	Monster Cable Products, Inc.
LGT375	USA	Granted	IN9	73/690,743	20OC1987	1,494,040	28JE1988	MAGNETIC FLUX TUBE	Monster Cable Products, Inc.
LGT415	USA	Granted	IN9	74/190,224	31JL1991	1,694,179	16JE1992	MC (Design)	Monster Cable Products, Inc.
LGT412	USA	Granted	IN9	74/208,575	30SE1991	1,711,365	01SE1992	MD (Design)	Monster Cable Products, Inc.
LGT408	USA	Granted	IN9	74/168,644	21MY1991	1,695,865	23JE1992	ME2	Monster Cable Products, Inc.
LGT376	USA	Granted	IN9	73/696,052	18NO1987	1,527,887	07MR1989	MicroFiber	Monster Cable Products, Inc.
LGT276	USA	Granted	IN9	75/458,471	27MR1998	2,256,930	29JE1999	MISCELLANEOUS DESIGN (MS)	Monster Cable Products, Inc.
LGT272	USA	Granted	IN9	75/413,255	02JA1998	2,309,789	18JA2000	MISCELLANEOUS DESIGN (Sigma)	Monster Cable Products, Inc.
LGT250	USA	Granted	IN9	75/332,159	07JL1997	2,184,002	25AU1998	MONSTER	Monster Cable Products, Inc.
LGT251	USA	Granted	IN 16	75/332,160	07JL1997	2,197,793	20OC1998	MONSTER	Monster Cable Products, Inc.
LGT363	USA	Granted	IN9	73/465,419	13FE1984	1,340,229	11JE1985	MONSTER CABLE	Monster Cable Products, Inc.
LGT364	USA	Granted	IN9	73/465,662	14FE1984	1,342,164	18JE1985	MONSTER CABLE	Monster Cable Products, Inc.

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT369	USA	Granted	IN9	73/519,714	28JA1985	1,384,076	25FE1986	MONSTER CABLE (design)	Monster Cable Products, Inc.
LGT362	USA	Granted	IN9	73/465,361	13FE1984	1,336,372	21MY1985	MONSTER CABLE SPECIAL	Monster Cable Products, Inc.
LGT402	USA	Granted	IN 16	74/112,954	06NO1990	1,812,892	21DE1993	MONSTER CONNECTION	Monster Cable Products, Inc.
LGT413	USA	Granted	IN9	74/219,197	05NO1991	1,738,114	08DE1992	MONSTER DESIGN	Monster Cable Products, Inc.
LGT467	USA	Granted	IN9	75/779,520	17AU1999	2,381,247	29AU2000	MONSTER DIGITAL	Monster Cable Products, Inc.
LGT418	USA	Granted	IN9	74/430,913	31AU1993	1,844,244	12JL1994	MONSTER HOME THEATRE	Monster Cable Products, Inc.
LGT271	USA	Granted	IN9	75/412,237	30DE1997	2,330,194	14MR2000	MONSTER LOCK	Monster Cable Products, Inc.
LGT353	USA	Granted	IN 41	74/028,108	12FE1990	1,665,277	19NO1991	MONSTER MUSIC	Monster Cable Products, Inc.
LGT380	USA	Granted	IN9	73/754,953	29SE1988	1,537,306	02MY1989	MONSTER MUSIC	Monster Cable Products, Inc.
LGT417	USA	Granted	IN9	74/391,928	18MY1993	1,824,258	01MR1994	MONSTER POWER	Monster Cable Products, Inc.
LGT400	USA	Granted	IN9	74/106,666	17OC1990	1,759,527	23MR1993	MONSTER SOUND	Monster Cable Products, Inc.
LGT466	USA	Granted	IN9	75/779,419	17AU1999	2,381,246	29AU2000	MONSTER STANDARD	Monster Cable Products, Inc.
LGT387	USA	Granted	IN 41	74/022,436	25JA1990	1,690,903	02JE1992	MONSTER STYLE	Monster Cable Products, Inc.
LGT366	USA	Granted	IN9	73/465,664	14FE1984	1,331,414	30JL1985	MONSTER TIPS	Monster Cable Products, Inc.
LGT370	USA	Granted	IN9	73/601,696	02JE1986	1,428,215	10FE1987	MONSTER VIDEO	Monster Cable Products, Inc.
LGT256	USA	Granted	IN9	75/345,337	22AU1997	2,248,819	01JE1999	NUMBER CRUNCHER	Monster Cable Products, Inc.
LGT384	USA	Granted	IN9	74/008,876	08DE1989	1,694,050	16JE1992	OMNIFLEX	Monster Cable Products, Inc.
LGT410	USA	Granted	IN9	74/179,454	21JE1991	1,689,979	02JE1992	PERSONA	Monster Cable Products, Inc.
LGT368	USA	Granted	IN9	73/466,396	21FE1984	1,347,338	09JL1985	PHONOLINK	Monster Cable Products, Inc.
LGT356	USA	Granted	IN9	73/330,103	28SE1981	1,224,040	18JA1983	POWERLINE (stylized)	Monster Cable Products, Inc.
LGT416	USA	Granted	IN9	74/264,747	10AP1992	1,734,593	24NO1992	POWERSCREW	Monster Cable Products, Inc.
LGT357	USA	Granted	IN9	73/384,957	13SE1982	1,362,996	01OC1985	THE NECESSORY	Monster Cable Products, Inc.
LGT270C	USA	Granted	unknown	VA891-149	25NO1997	VA891-149	05DE1997	THE POD PACKAGE INSERT LABEL	Monster Cable Products, Inc.
LGT394	USA	Granted	IN9	74.037,244	12MR1990	1,659,498	08OC1991	TIME CORRECT	Monster Cable Products, Inc.
LGT397	USA	Granted	IN9	74/053,820	30AP1990	1,654,220	20AU1991	TURBINE	Monster Cable Products, Inc.
LGT395	USA	Granted	IN9	74/040,035	19MR1990	1,675,589	11FE1992	TWIST CRIMP	Monster Cable Products, Inc.
LGT515	USA	Granted	IN9	75/867,501	09DE1999	2,385,800	12SE2000	VRS	Monster Cable Products, Inc.
LGT371	USA	Granted	IN9	683,247	09SE1987	1,512,433	15NO1988	XP	Monster Cable Products, Inc.
LGT359	USA	Granted	IN9	73/387,911	23SE1982	1,259,288	29NO1983	Xterminator (stylized)	Monster Cable Products, Inc.
LGT522	USA	Granted	IN9	74/716,033	11AU1995	2,204,177	17NO1998	BIGGIE	Monster Cable International
LGT351	USA	Granted	IN9	74/727,903	12SE1995	2,060,138	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT352	USA	Granted	IN9	74/728,026	12SE1995	2,060,139	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT349	USA	Granted	IN9	75/284,166	30AP1997	2,178,199	04AU1998	INVISISOUND	Monster Cable International

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT337	USA	Granted	IN9	74/543,550	29JE1994	1,913,124	22AU1995	JUST HOOK IT UP	Monster Cable International
LGT527	USA	Granted	IN9	75/101,630	09MY1996	2,075,460	01JL1997	M (DESIGN)	Monster Cable International
LGT439	USA	Granted	IN9	75/302,015	28MY1997	2,224,785	16FE1999	MICROXLN	Monster Cable International
LGT503	USA	Granted	IN9	75/101,102	09MY1996	2,055,050	22AP1997	MONSTER CAR AUDIO	Monster Cable International
LGT340	USA	Granted	IN9	75/237,886	07FE1997	2,220,851	26JA1999	MONSTER CENTRAL	Monster Cable International
LGT341	USA	Granted	IN9	75/281,610	24AP1997	2,185,607	01SE1998	MONSTER COMPUTER	Monster Cable International
LGT347	USA	Granted	IN9	75/232,198	28JA1997	2,183,518	25AU1998	MONSTER INTERNET	Monster Cable International
LGT434	USA	Granted	IN9	75/232,196	28JA1997	2,215,211	29DE1998	MONSTER MICROPHONE	Monster Cable International
LGT435	USA	Granted	IN9	75/232,314	28JA1997	2,211,670	15DE1998	MONSTER MOUNTS	Monster Cable International
LGT436	USA	Granted	IN9	75/232,317	28JA1997	2,153,562	28AP1998	MONSTER MULTIMEDIA	Monster Cable International
LGT437	USA	Granted	IN9	75/302,123	28MY1997	2,227,322	02MR1999	MONSTER NETWORKING	Monster Cable International
LGT333	USA	Granted	IN9	75/232,124	28JA1997	2,213,346	22DE1998	MONSTER POWER	Monster Cable International
LGT505	USA	Granted	IN9	75/101,629	09MY1996	2,083,506	29JL1997	MONSTER SATELLITE	Monster Cable International
LGT443	USA	Granted	IN9	75/407,593	18DE1997	2,231,969	16MR1999	NOISE LOGO	Monster Cable International
LGT520	USA	Granted	IN9	74/387,105	05MY1993	1,891,651	25AP1995	OUT OF WALL	Monster Cable International
LGT438	USA	Granted	IN9	75/302,016	28MY1997	2,245,395	18MY1999	PERFORMER SERIES	Monster Cable International
LGT529	USA	Granted	IN9	75/271,247	07AP1997	2,206,567	01DE1998	POWERSPLIT	Monster Cable International
LGT521	USA	Granted	IN9	74/469,910	15DE1993	1,888,281	11AP1995	TAKE IT TO THE NEXT LEVEL	Monster Cable International
LGT528	USA	Granted	IN9	75/271,239	07AP1997	2,222,224	09FE1999	TECHNOLOGY YOU CAN HEAR	Monster Cable International
LGT291	USA	Granted	IN9	75/101,628	09MY1996	2,090,838	26AU1997	VIDEO MINI	Monster Cable International
LGT431	USA	Granted	IN9	75/165,985	13SE1996	2,234,755	23MR1999	WIRE AMERICA	Monster Cable International
LGT354	USA	Granted	IN9	74/598,104	14NO1994	1,948,533	16JA1996	XLN	Monster Cable International
LGT430	USA	Granted	IN9	75/099,398	06MY1994	2,136,356	10FE1998	XTRA LOW NOISE	Monster Cable International
LGT339	USA	Granted		73/176,009	26JE1978	1,144,700	30DE1980	MONSTER CABLE	Noel Lee

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT337	USA	Granted	IN9	74/543,550	29JE1994	1,913,124	22AU1995	JUST HOOK IT UP	Monster Cable International
LGT527	USA	Granted	IN9	75/101,630	09MY1996	2,075,460	01JL1997	M (DESIGN)	Monster Cable International
LGT439	USA	Granted	IN9	75/302,015	28MY1997	2,224,785	16FE1999	MICROXLN	Monster Cable International
LGT503	USA	Granted	IN9	75/101,102	09MY1996	2,055,050	22AP1997	MONSTER CAR AUDIO	Monster Cable International
LGT340	USA	Granted	IN9	75/237,886	07FE1997	2,220,851	26JA1999	MONSTER CENTRAL	Monster Cable International
LGT341	USA	Granted	IN9	75/281,610	24AP1997	2,185,607	01SE1998	MONSTER COMPUTER	Monster Cable International
LGT347	USA	Granted	IN9	75/232,198	28JA1997	2,183,518	25AU1998	MONSTER INTERNET	Monster Cable International
LGT434	USA	Granted	IN9	75/232,196	28JA1997	2,215,211	29DE1998	MONSTER MICROPHONE	Monster Cable International
LGT435	USA	Granted	IN9	75/232,314	28JA1997	2,211,670	15DE1998	MONSTER MOUNTS	Monster Cable International
LGT436	USA	Granted	IN9	75/232,317	28JA1997	2,153,562	28AP1998	MONSTER MULTIMEDIA	Monster Cable International
LGT437	USA	Granted	IN9	75/302,123	28MY1997	2,227,322	02MR1999	MONSTER NETWORKING	Monster Cable International
LGT333	USA	Granted	IN9	75/232,124	28JA1997	2,213,346	22DE1998	MONSTER POWER	Monster Cable International
LGT505	USA	Granted	IN9	75/101,629	09MY1996	2,083,506	29JL1997	MONSTER SATELLITE	Monster Cable International
LGT443	USA	Granted	IN9	75/407,593	18DE1997	2,231,969	16MR1999	NOISE LOGO	Monster Cable International
LGT520	USA	Granted	IN9	74/387,105	05MY1993	1,891,651	25AP1995	OUT OF WALL	Monster Cable International
LGT438	USA	Granted	IN9	75/302,016	28MY1997	2,245,395	18MY1999	PERFORMER SERIES	Monster Cable International
LGT529	USA	Granted	IN9	75/271,247	07AP1997	2,206,567	01DE1998	POWERSPLIT	Monster Cable International
LGT521	USA	Granted	IN9	74/469,910	15DE1993	1,888,281	11AP1995	TAKE IT TO THE NEXT LEVEL	Monster Cable International
LGT528	USA	Granted	IN9	75/271,239	07AP1997	2,222,224	09FE1999	TECHNOLOGY YOU CAN HEAR	Monster Cable International
LGT291	USA	Granted	IN9	75/101,628	09MY1996	2,090,838	26AU1997	VIDEO MINI	Monster Cable International
LGT431	USA	Granted	IN9	75/165,985	13SE1996	2,234,755	23MR1999	WIRE AMERICA	Monster Cable International
LGT354	USA	Granted	IN9	74/598,104	14NO1994	1,948,533	16JA1996	XLN	Monster Cable International
LGT430	USA	Granted	IN9	75/099,398	06MY1994	2,136,356	10FE1998	XTRA LOW NOISE	Monster Cable International
LGT339	USA	Granted		73/176,009	26JE1978	1,144,700	30DE1980	MONSTER CABLE	Noel Lee

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GRANT OF SECURITY INTEREST IN TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monster Cable Products, Inc., a California corporation ("Pledgor"), with its principal place of business located at 455 Valley Drive, Brisbane, California 94005, hereby grants to Imperial Bank, a California banking corporation, as Agent for Lenders ("Agent"), with an office at 275 Battery Street, Suite 1100, San Francisco, California 94111, a security interest in the following:

(a) All of Pledgor's right, title and interest in and to the trademarks set forth on Schedule 5 hereto, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks (collectively referred to as "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights set forth above;

(c) All licenses or other rights to use of the Patents and Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks or Patents; and

(e) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement is made to secure prompt payment of any and all Obligations and in order to secure prompt performance by Monster Cable Products, Inc. of each of its covenants and duties under the Loan and Security Agreement, dated November 22, 2000, among Monster Cable Products, Inc., Imperial Bank, and Bank One, Arizona, NA (as amended, modified and restated, the "Loan and Security Agreement"). This Agreement has been granted in conjunction with the security interest granted to Agent in the Loan and Security Agreement. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan and Security Agreement. In the event that any provisions of this Agreement conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of February 8, 2001.

MONSTER CABLE PRODUCTS, INC.,
a California corporation

By:_____
Name: NOEL LEE
Title: PRESIDENT

IMPERIAL BANK,
a California banking corporation, as Agent

By:_____
Name: TIMOTHY D MYERS
Title: VICE PRESIDENT

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Schedule 5

U.S. Trademarks

DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT345	USA	Pending	IN9	75/333,359	30JL1997			AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT266	USA	Pending	IN9	75/363,243	25SE1997			FIRELINK	Monster Cable Products, Inc.
LGT313	USA	Pending	IN9	75/673,722	01AP1999			FUTURE READY	Monster Cable Products, Inc.
LGT468	USA	Pending	IN 28	75/779,420	17AU1999			GAME MONSTER	Monster Cable Products, Inc.
LGT517	USA	Pending	IN9	75/867,908	09DE1999			HDV	Monster Cable Products, Inc.
LGT292	USA	Pending	IN9	75/867,500	09DE1999			MISCELLANEOUS DESIGN (E-Cube)	Monster Cable Products, Inc.
LGT277	USA	Pending	IN9	75/413,110	02JA1998			MISCELLANEOUS DESIGN (TURBINE SURFACE)	Monster Cable Products, Inc.
LGT253	USA	Pending	IN 25	75/325,907	10JL1997			MONSTER	Monster Cable Products, Inc.
LGT547	USA	Pending	IN9	75/157,718	28JL1998			MONSTER 3D	Monster Cable Products, Inc.
LGT589	USA	Pending	IN 35	unknown	14DE2000			MONSTER BUCKS	Monster Cable Products, Inc.
LGT548	USA	Pending	IN9	75/523,989	12MR1999			MONSTER FUSION	Monster Cable Products, Inc.
LGT446	USA	Pending	IN9	75/779,519	17AU1999			MONSTER GAME	Monster Cable Products, Inc.
LGT516	USA	Pending	IN 42	75/867,911	09DE1999			MONSTER LINKS	Monster Cable Products, Inc.
LGT537	USA	Pending	IN 38	75/929,644	24FE2000			MONSTER MARKET	Monster Cable Products, Inc.
LGT511	USA	Pending	IN 42	75/827,373	19OC1999			MONSTER STYLE	Monster Cable Products, Inc.
LGT536	USA	Pending	IN 42	75/899,157	18JA2000			MONSTERS LIVE FOREVER	Monster Cable Products, Inc.
LGT538	USA	Pending	IN9	75/904,055	28JA2000			POWERFLEX	Monster Cable Products, Inc.
LGT285	USA	Pending	IN9	75/453,496	17MR1998			QUADRIPOLE	Monster Cable Products, Inc.
LGT268	USA	Pending	IN9	75/386,875	07NO1997			U-LINK	Monster Cable Products, Inc.
LGT458	USA	Pending	IN 41	75/779,418	17AU1999			VIDEO JACK	Monster Cable Products, Inc.
LGT373	USA	Pending	IN9	75/232,197	28JA1997			INVISISOUND	Monster Cable International
LGT502	USA	Pending	IN9	75/101,498	09MY1996			MONSTER BATTERIES	Monster Cable International
LGT432	USA	Pending	IN 14	75/232,195	28JA1997			MONSTER DESIGN	Monster Cable International
LGT348	USA	Pending	IN9	75/232,192	28JA1997			MONSTER WIRE AMERICA	Monster Cable International
LGT350	USA	Granted	IN9	73/519,445	18JA1985	1,382,112	11FE1986	ALPHA	Monster Cable Products, Inc.
LGT534	USA	Granted	IN 25	74/564,872	24AU1994	1,916,589	05SE1995	AUDIOPHILE CAR STEREO	Monster Cable Products, Inc.
LGT518	USA	Granted	IN9	73/749,025	29AU1988	1,571,625	19DE1989	BANDWIDTH BALANCED	Monster Cable Products, Inc.
LGT388	USA	Granted	IN9	74/022,576	25JA1990	1,653,498	13AU1991	BASS CONTROL CONDUCTOR	Monster Cable Products, Inc.

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DKT. NO.	CTY	STATUS	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	MARK	OWNER
LGT379	USA	Granted	IN 20	73/699,947	09SE1987	1,499,602	09AU1988	BOB WIRE	Monster Cable Products, Inc.
LGT407	USA	Granted	IN9	74/163,717	06MY1991	1,732,586	17NO1992	BURNISHED METAL DESIGN	Monster Cable Products, Inc.
LGT377	USA	Granted	IN9	73/696,103	18NO1987	1,647,907	18JE1991	Cable Design (transparent cylindrical insulation)	Monster Cable Products, Inc.
LGT398	USA	Granted	IN9	74/084,345	02AU1990	1,670,778	31DE1991	CI	Monster Cable Products, Inc.
LGT360	USA	Granted	IN9	73/440,052	19AU1983	1,358,904	10SE1985	DURAFLEX	Monster Cable Products, Inc.
LGT255	USA	Granted	IN9	75/345,535	22AU1997	2,327,595	14MR2000	ENTEC	Monster Cable Products, Inc.
LGT286	USA	Granted	IN9	75/676,699	07AP1999	2,343,187	18AP2000	ENTECH	Monster Cable Products, Inc.
LGT257	USA	Granted	IN9	75/345,523	22AU1997	2,363,358	27JE2000	ENTERTAINMENT TECHNOLOGIES	Monster Cable Products, Inc.
LGT358	USA	Granted	IN9	73/385,442	14SE1982	1,286,897	24JL1984	GOLD PIN	Monster Cable Products, Inc.
LGT396	USA	Granted	IN9	74/045,900	04AP1990	1,655,307	03SE1991	GROUND CONTROL	Monster Cable Products, Inc.
LGT419	USA	Granted	IN9	323,634	14AU1981	1,230,896	15MR1983	HOT WIRES	Monster Cable Products, Inc.
LGT367	USA	Granted	IN 25	73/465,665	14FE1984	1,414,284	21OC1986	I AM A MONSTER	Monster Cable Products, Inc.
LGT355	USA	Granted	IN9	73/330,073	28SE1981	1,263,438	10JA1984	INTERLINK	Monster Cable Products, Inc.
LGT365	USA	Granted	IN9	73/465,663	14FE1984	1,329,322	09AP1985	INTERLINK REFERENCE	Monster Cable Products, Inc.
LGT273	USA	Granted	IN9	75/503,479	16JE1998	2,285,010	12OC1999	INVAREX	Monster Cable Products, Inc.
LGT409	USA	Granted	IN9	74/176,789	14JE1991	1,677,476	03MR1992	LOCK NOTCH	Monster Cable Products, Inc.
LGT630	USA	Granted	IN9	75/118,963	06SE1996	2,334,076	28MR2000	M INTERLINK	Monster Cable Products, Inc.
LGT378	USA	Granted	IN9	73/698,143	30NO1987	1,623,331	20NO1990	M Series	Monster Cable Products, Inc.
LGT372	USA	Granted	IN9	683,261	09SE1987	1,513,402	22NO1988	M1000	Monster Cable Products, Inc.
LGT374	USA	Granted	IN9	683,295	09SE1987	1,497,506	26JL1988	Mac Cable	Monster Cable Products, Inc.
LGT523	USA	Granted	IN9	74/578,084	26SE1994	1,931,273	31OC1995	MacSpeaker	Monster Cable Products, Inc.
LGT375	USA	Granted	IN9	73/690,743	20OC1987	1,494,040	28JE1988	MAGNETIC FLUX TUBE	Monster Cable Products, Inc.
LGT415	USA	Granted	IN9	74/190,224	31JL1991	1,694,179	16JE1992	MC (Design)	Monster Cable Products, Inc.
LGT412	USA	Granted	IN9	74/208,575	30SE1991	1,711,365	01SE1992	MD (Design)	Monster Cable Products, Inc.
LGT408	USA	Granted	IN9	74/168,644	21MY1991	1,695,865	23JE1992	ME2	Monster Cable Products, Inc.
LGT376	USA	Granted	IN9	73/696,052	18NO1987	1,527,887	07MR1989	MicroFiber	Monster Cable Products, Inc.
LGT276	USA	Granted	IN9	75/458,471	27MR1998	2,256,930	29JE1999	MISCELLANEOUS DESIGN (MS)	Monster Cable Products, Inc.
LGT272	USA	Granted	IN9	75/413,255	02JA1998	2,309,789	18JA2000	MISCELLANEOUS DESIGN (Sigma)	Monster Cable Products, Inc.
LGT250	USA	Granted	IN9	75/332,159	07JL1997	2,184,002	25AU1998	MONSTER	Monster Cable Products, Inc.
LGT251	USA	Granted	IN 16	75/332,160	07JL1997	2,197,793	20OC1998	MONSTER	Monster Cable Products, Inc.
LGT363	USA	Granted	IN9	73/465,419	13FE1984	1,340,229	11JE1985	MONSTER CABLE	Monster Cable Products, Inc.
LGT364	USA	Granted	IN9	73/465,662	14FE1984	1,342,164	18JE1985	MONSTER CABLE	Monster Cable Products, Inc.

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LGT369	USA	Granted	IN9	73/519,714	28JA1985	1,384,076	25FE1986	MONSTER CABLE (design)	Monster Cable Products, Inc.
LGT362	USA	Granted	IN9	73/465,361	13FE1984	1,336,372	21MY1985	MONSTER CABLE SPECIAL	Monster Cable Products, Inc.
LGT402	USA	Granted	IN 16	74/112,954	06NO1990	1,812,892	21DE1993	MONSTER CONNECTION	Monster Cable Products, Inc.
LGT413	USA	Granted	IN9	74/219,197	05NO1991	1,738,114	08DE1992	MONSTER DESIGN	Monster Cable Products, Inc.
LGT467	USA	Granted	IN9	75/779,520	17AU1999	2,381,247	29AU2000	MONSTER DIGITAL	Monster Cable Products, Inc.
LGT418	USA	Granted	IN9	74/430,913	31AU1993	1,844,244	12JL1994	MONSTER HOME THEATRE	Monster Cable Products, Inc.
LGT271	USA	Granted	IN9	75/412,237	30DE1997	2,330,194	14MR2000	MONSTER LOCK	Monster Cable Products, Inc.
LGT353	USA	Granted	IN 41	74/028,108	12FE1990	1,665,277	19NO1991	MONSTER MUSIC	Monster Cable Products, Inc.
LGT380	USA	Granted	IN9	73/754,953	29SE1988	1,537,306	02MY1989	MONSTER MUSIC	Monster Cable Products, Inc.
LGT417	USA	Granted	IN9	74/391,928	18MY1993	1,824,258	01MR1994	MONSTER POWER	Monster Cable Products, Inc.
LGT400	USA	Granted	IN9	74/106,666	17OC1990	1,759,527	23MR1993	MONSTER SOUND	Monster Cable Products, Inc.
LGT466	USA	Granted	IN9	75/779,419	17AU1999	2,381,246	29AU2000	MONSTER STANDARD	Monster Cable Products, Inc.
LGT387	USA	Granted	IN 41	74/022,436	25JA1990	1,690,903	02JE1992	MONSTER STYLE	Monster Cable Products, Inc.
LGT366	USA	Granted	IN9	73/465,664	14FE1984	1,331,414	30JL1985	MONSTER TIPS	Monster Cable Products, Inc.
LGT370	USA	Granted	IN9	73/601,696	02JE1986	1,428,215	10FE1987	MONSTER VIDEO	Monster Cable Products. Inc.
LGT256	USA	Granted	IN9	75/345,337	22AU1997	2,248,819	01JE1999	NUMBER CRUNCHER	Monster Cable Products, Inc.
LGT384	USA	Granted	IN9	74/008,876	08DE1989	1,694,050	16JE1992	OMNIFLEX	Monster Cable Products, Inc.
LGT410	USA	Granted	IN9	74/179,454	21JE1991	1,689,979	02JE1992	PERSONA	Monster Cable Products, Inc.
LGT368	USA	Granted	IN9	73/466,396	21FE1984	1,347,338	09JL1985	PHONOLINK	Monster Cable Products, Inc.
LGT356	USA	Granted	IN9	73/330,103	28SE1981	1,224,040	18JA1983	POWERLINE (stylized)	Monster Cable Products, Inc.
LGT416	USA	Granted	IN9	74/264,747	10AP1992	1,734,593	24NO1992	POWERSCREW	Monster Cable Products, Inc.
LGT357	USA	Granted	IN9	73/384,957	13SE1982	1,362,996	01OC1985	THE NECESSORY	Monster Cable Products, Inc.
LGT270C	USA	Granted	unknown	VA891-149	25NO1997	VA891-149	05DE1997	THE POD PACKAGE INSERT LABEL	Monster Cable Products, Inc.
LGT394	USA	Granted	IN9	74.037,244	12MR1990	1,659,498	08OC1991	TIME CORRECT	Monster Cable Products, Inc.
LGT397	USA	Granted	IN9	74/053,820	30AP1990	1,654,220	20AU1991	TURBINE	Monster Cable Products, Inc.
LGT395	USA	Granted	IN9	74/040,035	19MR1990	1,675,589	11FE1992	TWIST CRIMP	Monster Cable Products, Inc.
LGT515	USA	Granted	IN9	75/867,501	09DE1999	2,385,800	12SE2000	VRS	Monster Cable Products, Inc.
LGT371	USA	Granted	IN9	683,247	09SE1987	1,512,433	15NO1988	XP	Monster Cable Products, Inc.
LGT359	USA	Granted	IN9	73/387,911	23SE1982	1,259,288	29NO1983	Xterminator (stylized)	Monster Cable Products, Inc.
LGT522	USA	Granted	IN9	74/716,033	11AU1995	2,204,177	17NO1998	BIGGIE	Monster Cable International
LGT351	USA	Granted	IN9	74/727,903	12SE1995	2,060,138	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT352	USA	Granted	IN9	74/728,026	12SE1995	2,060,139	06MY1997	CONNECTOR (Miscellaneous Design)	Monster Cable International
LGT349	USA	Granted	IN9	75/284,166	30AP1997	2,178,199	04AU1998	INVISISOUND	Monster Cable International

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