

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Recoton Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76254662 76241954 76242055 76242054 76243593 76242864

76241953 76257296 76241955 76257297

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sion Kim

Internal Address: Skadden, Arps, Slate,

Meagher & Flom LLP

Street Address: 4 Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-2385

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Sion Kim

Name of Person Signing

Signature

July 26, 2001

Date

Total number of pages including cover sheet, attachments, and document:

19

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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(Rev. 03/01)  
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U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Interact Accessories, Inc.**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

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\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Recoton Audio Corporation**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**AAMP of Florida, Inc.**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

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U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Recoton Canada Ltd.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State
- Other Limited Company

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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A. Trademark Application No.(s)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Recoton Home Audio, Inc.**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: \_\_\_\_\_  
 Internal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
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Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of October 31, 2000 and entered into among RECOTON CORPORATION, a New York corporation, located at 2950 Lake Emma Road, Lake Mary, Florida 32746 ("Recoton"), INTERACT ACCESSORIES, INC., a Delaware corporation ("InterAct"), RECOTON AUDIO CORPORATION, a Delaware corporation ("Audio"), AAMP OF FLORIDA, INC., a Florida corporation ("AAMP"), RECOTON CANADA LTD., an Ontario Corporation ("Recoton Canada"), and RECOTON HOME AUDIO, INC., a California corporation ("RHA"), (Recoton, InterAct, Audio, AAMP, Recoton Canada, and RHA are referred to individually and collectively as "Assignor"), and HELLER FINANCIAL, INC., a Delaware corporation located at 500 West Monroe, Chicago, Illinois, 60661 ("Assignee") as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement and in the security agreement dated as of October 31, 2000 between Recoton Canada and Senior Agent, on behalf of Agent's Senior Lenders, Subordinated Agent and Subordinated Creditors (the "Canada Security Agreement" and, together with the Security Agreement, the "Security Agreements").

WHEREAS, pursuant to the Security Agreements, Assignor is granting a security interest to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) To secure the payment and performance of the Secured Obligations, including all renewals, extensions, restructurings, and refinancings of any and all of the Secured Obligations, Assignor hereby grants, conveys, assigns and pledges to the Assignee, as Senior Agent, on behalf of Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors, a continuing security interest, lien and mortgage in and to all right, title, and interest of Assignor in the Trademarks, whether now owned or existing or hereafter acquired or arising, and regardless of where located.

(b) For purposes of this Agreement, "Trademarks" shall mean any and all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule A hereto, all extensions reissues, continuations or renewals

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.

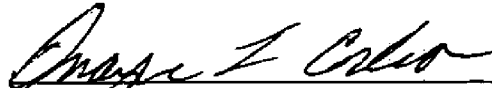
6. Counterparts; Effectiveness.

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 Agreement 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 31<sup>st</sup>, 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. 01B05076871  
 Qualified in New York County  
 Commission Expires April 28, 2001

*Barry M. Bovshow*  
 \_\_\_\_\_  
 Notary Public

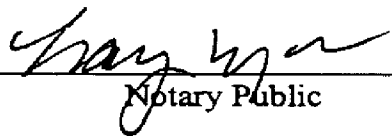
My Commission Expires:  
 \_\_\_\_\_

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

On October 31<sup>st</sup>, 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:  
\_\_\_\_\_

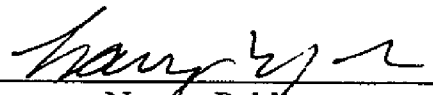
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On October 31<sup>st</sup>, 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  
Notary Public, State of New York  
No. 01805076871  
Qualified in New York County  
Commission Expires April 28, 2001

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

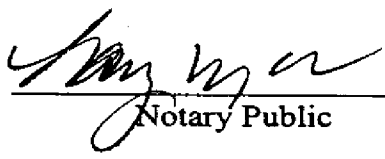
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On October 31<sup>st</sup>, 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  
Notary Public, State of New York  
No. 01805075871  
Qualified in New York County  
Commission Expires April 28, 2001

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

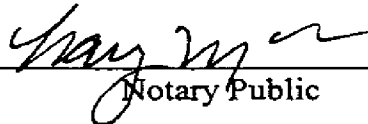
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On October 31<sup>st</sup>, 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 HOME AUDIO, INC., a California 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:

\_\_\_\_\_



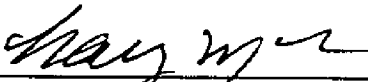
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On October 31<sup>st</sup>, 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
AAMP	U.S.	(76/254462)	(05/08/01)	AAMP OF FLORIDA, INC.	PENDING
ACOUSTILITES	U.S.	(76/241954)	(04/17/01)	RECOTON CORPORATION	PENDING
ADAPTA	U.S.	(76/242055)	(04/17/01)	RECOTON CORPORATION	PENDING
ADAPTA TERMI-NATOR	U.S.	(76/242054)	(04/17/01)	RECOTON CORPORATION	PENDING
IF ITS TOO LOUD, YOU'RE TOO LOUD	U.S.	(76/243593)	(04/19/01)	RECOTON AUDIO CORPORA-TION	PENDING
JENSEN	U.S.	(76/242864)	(04/18/01)	RECOTON AUDIO CORPORA-TION	PENDING
MUSICLITES	U.S.	(76/241953)	(04/17/01)	RECOTON CORPORATION	PENDING
NIGHT GLO	U.S.	(76/257296)	(05/11/01)	RECOTON AUDIO CORPORA-TION	PENDING
SOUNDLITES	U.S.	(76/241955)	(04/17/01)	RECOTON CORPORATION	PENDING

529317.01-New York S7A

**SCHEDULE OF TRADEMARKS**

MARK	COUNTRY (STATE)	REG. NO. (APP. NO.)	REG. DATE (FILING DATE)	RECORD OWNER	COMMENTS
WHAT WOULD THE WORLD SOUND LIKE WITHOUT US	U.S.	(76/257297)	(05/11/01)	RECOTON AUDIO CORPORATION	PENDING