

AUDIO PLUS VIDEO INTERNATIONAL, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of December 22, 2000, by Audio plus Video International, Inc., a New Jersey corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Liberty Livewire Corporation (the "Borrower"), the Lenders, Bank of America, N.A., as issuer of certain letters of credit and as swingline lender, Banc of America Securities LLC, as lead arranger and book manager, the Administrative Agent, Salomon Smith Barney Inc., as syndication agent and The Bank of New York Company, Inc., as documentation agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make advances, loans and other Credit Extensions (as defined therein) to the Borrower for the purposes set forth therein;

WHEREAS, the Grantor will directly and indirectly benefit from the Credit Extensions made to the Borrower;

WHEREAS, it is a condition precedent to the making of any Credit Extension under the Credit Agreement that the Grantor shall have entered into that certain unconditional Guarantee of the Obligations, dated as of December 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee"); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make any Credit Extension under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, all terms defined in Article 9 of the Uniform Commercial Code in effect as of the date hereof in the State of New York are used herein as defined therein as of the date hereof.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) “Guarantee Obligations” shall mean all obligations of the Grantor under the Guarantee including, without limitation, in respect of the Obligations (as defined in the Credit Agreement) to the extent set forth in the Guarantee.

2. Security Interest in Intellectual Property. To secure the complete and timely payment, performance and satisfaction of all the Guarantee Obligations, the Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all the Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor’s business symbolized by the foregoing and connected therewith, and (e) all the Grantor’s rights corresponding thereto throughout the world (all the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(ii) rights under or interest in any patent license agreements, trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements, trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as the “Licenses”); and

(iii) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the

reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all patented technology and know-how, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(e) in this paragraph 2(iii) are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Restrictions on Future Agreements. The Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that, without the Agent's prior written consent which will not be unreasonably withheld, it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with any Patents, Trademarks or Licenses, and in particular, the Grantor will not permit to lapse or become abandoned any Patent, Trademark or License.

4. New Patents, Trademarks and Licenses. The Grantor represents and warrants that (a) the Patents and Trademarks listed on Schedule A include all the registered patents, patent applications, trademarks, common law trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all the patent license agreements, trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of the Grantor and (c) other than the rights of any party to the Licenses with respect to the Patents and the Trademarks, no Liens in such Patents, Trademarks and Licenses have been granted by the Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new patentable inventions, trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License or any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new patent license agreement, trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence within 30 days of the occurrence of any such event. The Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future patents, trademarks, registered trademarks, trademark applications, service marks, patent applications, registered service marks and service mark applications owned or held by Grantor or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to

include any patent license agreements, trademark license agreements and service mark license agreements to which Grantor becomes a party, which are Trademarks or Licenses under paragraph 2 above or under this paragraph 4, and (ii) by filing with the Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future patents, trademarks, registered trademarks, trademark applications, service marks, patent applications, registered service marks and service mark applications, and patent license agreements, trademark license agreements and service mark license agreements.

5. Royalties. The Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 14 or pursuant to the Credit Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent and the Lenders to the Grantor.

6. Further Assignments and Security Interests. The Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Patents, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent.

7. Nature and Continuation of the Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Guarantee Obligations have been paid in full in cash and the Credit Agreement and the Guaranty have been terminated. Upon such termination and at the written request of the Grantor or its successors or assigns, and at the cost and expense of the Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Administrative Agent's security interest in the Patents, the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Guaranty.

8. Duties of the Grantor. The Grantor shall have the duty (i) to prosecute diligently any patent application, trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement and (ii) to make any application for and diligently prosecute the registration of (x) any trademark or service mark that the Grantor has not created as of the date hereof which the Administrative Agent, after consultation with the Grantor, reasonably determines may have significant value and (y) any unpatented but patentable invention. The Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Administrative Agent if such abandonment would have a Material Adverse Effect, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Patents, the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent, the Syndication Agent, the Documentation Agent nor any of the Lenders shall have any duty with respect to the Patents, the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent, the

Syndication Agent, the Documentation Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Patents, the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

9. The Administrative Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents, the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all actual costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of counsel for the Administrative Agent).

10. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

11. Severability. If any provision of this Agreement is held to be prohibited or unenforceable in any jurisdiction the substantive laws of which are held to be applicable hereto, such prohibition or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. The Grantor agrees, upon the request of the Administrative Agent and promptly following such request, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Grantor's or the Administrative Agent's name, from and after the occurrence and during the continuance of an Event of Default, to take any action and execute any instrument

which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks or the Licenses, (ii) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) to grant or issue any exclusive or nonexclusive license under the Patents or the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (iv) to take any other actions with respect to the Patents or the Trademarks or, to the extent permitted, the Licenses as the Administrative Agent deems in its own or the Lenders' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all the Guarantee Obligations shall have been paid in full in cash and the Guarantee shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If an Event of Default has occurred and is continuing and the Administrative Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Patents, the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Patents, the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All the Administrative Agent's rights and remedies with respect to the Patents, the Trademarks and the Licenses, whether established hereby, by the Guarantee, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that if an Event of Default has occurred and is continuing, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Guarantee and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Lenders and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

15. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the law (without regards to conflict of law provisions (other than Section 5-1401 of the General Obligations Law)) of the State of New York, except for perfection and enforcement of security interests and liens in other jurisdictions to the extent the law of another jurisdiction is mandatorily applicable pursuant to the laws of such jurisdiction.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.2 of the Credit Agreement.

17. Authority of Administrative Agent. The Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

18. Termination; Release. Upon the repayment of all the Guarantee Obligations in full and the termination of the Commitments, this Agreement shall terminate, and the Administrative Agent, at the request and expense of the Grantor, will promptly execute and deliver to the Grantor the proper instruments acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty of any kind) such of the Collateral as may be in the possession of the Administrative Agent and has not theretofore been disposed of or otherwise applied or released.

19. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lenders in respect of the Guarantee Obligations is rescinded or must otherwise be restored or returned by such Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any substantial part of its assets, or upon the entry of an order by a bankruptcy court avoiding payment of such amount, or otherwise, all as though such payments had not been made.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


22. Submission to Jurisdiction and Service of Process. The Grantor hereby irrevocably and unconditionally agrees that the terms of Section 9.13 of the Credit Agreement with respect to submission to jurisdiction and service of process shall apply equally to this Agreement.

23. Waiver of Bond. The Grantor waives the posting of any bond otherwise required of the Administrative Agent in connection with any judicial process or proceeding to realize on any of the Trademarks or Licenses or any other security for the Guarantee Obligations, to enforce any judgment or other court order entered in favor of the Administrative Agent, or to enforce by specific performance, temporary restraining order, or preliminary or permanent injunction, this Agreement or any other agreement or document between the Administrative Agent and the Grantor.

25. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER THE GRANTOR OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

AUDIO PLUS VIDEO INTERNATIONAL, INC.

By: 
Name: William Niles
Title: Assistant Secretary

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

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

AUDIO PLUS VIDEO INTERNATIONAL, INC.

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name:
Title: **MATTHEW KOENIG**
Managing Director

Schedule A

to

Audio plus Video International, Inc. Intellectual Property Security Agreement

Dated as of December 22, 2000

TRADEMARKS, ETC., AND APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
I ³	U.S.		1,741,767

PATENTS AND APPLICATIONS

None

Schedule B

to

Audio plus Video International, Inc. Intellectual Property Security Agreement

Dated as of December 22, 2000

LICENSE AGREEMENTS

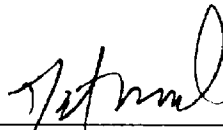
1. Trade Name License Agreement dated June 1, 1994 between International Post Finance Limited, as Licensor, and Audio plus Video International, Inc., as Licensee

STATE OF New York)

) SS

COUNTY OF New York)

On the 22 day of December, 2000, before me personally came William Mikes, to me known, who being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of Audio plus Video International, Inc., the corporation described in and which accepted and agreed to the foregoing instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.



Notary Public

DAVID WOOD
Notary Public, State of New York
No. 01WO5079664
Qualified in Queens County
Commission Expires June 9, ~~1999~~
2001

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On the 2nd day of March, 2001, before me personally appeared Matthew James Koenig, personally known to me (or proved on the basis of satisfactory evidence), who being by me duly sworn, did depose and say that he is a Managing Director of Bank of America, N.A., the entity described in and which accepted and agreed to the foregoing instrument; and that he signed his name thereto by appropriate authority.

WITNESS my hand and official seal.

Vicki S. Cyr
Notary Public

