

07-09-2002



Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102147493

MRS 7-9-02

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

1. Name of conveying party(ies):
Emerson Radio Corp.
9 Entin Road
Parsippany, NJ 07054
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal
Address: _____
Street Address: 2 Tower Center Blvd.
City: E. Brunswick State: NJ Zip: 08816
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 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: June 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Please see attached Schedule A.
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
Please see attached Schedule A.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Amy Knoll, Esq.
Internal Address: Windels Marx Lane & Mittendorf, LLP (108066-029)
Street Address: 120 Albany St. Plaza
City: New Brunswick State: NJ Zip: 08901

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41).....\$ 990.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501690
(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.
Amy Knoll, Esq. *Amy Knoll* 7/1/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 43

07/09/2002 6TON11 00000182 501690 75642404

01 FC:481 40.00 CH
02 FC:482 950.00 CH

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

TRADEMARK
REEL: 002540 FRAME: 0156

SCHEDULE A TO TRADEMARK RECORDATION FORM

Conveying Party: Emerson Radio Corp.
9 Entin Road
Parsippany, NJ 07054

Secured Party: PNC Bank, National Association
2 Tower Center Boulevard
East Brunswick, NJ 08816

4A. TRADEMARK APPLICATION NUMBERS:

<u>Country</u>	<u>Status</u>	<u>Mark</u>	<u>Reg #</u>	<u>App #</u>
UNITED STATES	ALLOWED	EMERSON & Design		75/642,404
UNITED STATES	ALLOWED	EMERSON & Design		75/862,026
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/982,511
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/485,615
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/773,377
UNITED STATES	ALLOWED	EMERSON and DESIGN		75/707,545
UNITED STATES	ALLOWED	MAGIC SET		76/060,611
UNITED STATES	PENDING	E-Z SET		76/041,341
UNITED STATES	PENDING	EMERSON & Design		74/588,034
UNITED STATES	PENDING	EMERSON & G CLEF LOGO		75/498,461
UNITED STATES	PENDING	EMERSON & G-CLEF DESIGN		76/290,727
UNITED STATES	PENDING	EMERSON & G-CLEF DESIGN		76/153,431
UNITED STATES	PENDING	EMERSON & G-GLEF LOGO		76/365,645
UNITED STATES	PENDING	EMERSON PROPHILE & G-CLEF LOGO		76/403,347
UNITED STATES	PENDING	GIRL POWER		76/260,759
UNITED STATES	PENDING	GIRLPOWER (STYLIZED)		76/268,087
UNITED STATES	PENDING	ON STAGE		76/385,350
UNITED STATES	PENDING	PROPHILE		76/378,495
UNITED STATES	PENDING	THE BUG		76/379,910

4B. TRADEMARK REGISTRATION NUMBERS:

Country	Status	Mark	Reg #	App #
UNITED STATES	REGISTERED	COMFORT FONES	2,399,420	75/694,515
UNITED STATES	REGISTERED	CYBER SUROUND	2,429,405	75/761,359
UNITED STATES	REGISTERED	ELECTROPHONIC	2,043,919	74/236,951
UNITED STATES	REGISTERED	EMERSON	799,308	210,003
UNITED STATES	REGISTERED	EMERSON & Design	2,485,744	75/656,607
UNITED STATES	REGISTERED	EMERSON & Design	1,691,195	73/507,875
UNITED STATES	REGISTERED	EMERSON & Design	1,709,884	510,166
UNITED STATES	REGISTERED	EMERSON & G CLEF LOGO	2,224,476	74/592,995
UNITED STATES	REGISTERED	EMERSON & G-CLEF	527,505	560,611
UNITED STATES	REGISTERED	EMERSON & G-CLEF	409,629	462,749
UNITED STATES	REGISTERED	EMERSON & G-CLEF	855,479	281,385
UNITED STATES	REGISTERED	EMERSON & G-CLEF (SECURITY PRODUCTS)	2,099,985	74/716,822
UNITED STATES	REGISTERED	EMERSON (LOGO)	1,333,378	366,155
UNITED STATES	REGISTERED	EMERSON INTERACTIVE & G-CLEF LOGO	2,561,294	76/085,510
UNITED STATES	REGISTERED	EMERSON RESEARCH & Revised Clef Logo	2,488,354	75/656,611
UNITED STATES	REGISTERED	EMERSON SELECT PROTECTION & Design	2,064,357	74/598,969
UNITED STATES	REGISTERED	ESP	1,496,176	692,511
UNITED STATES	REGISTERED	OMNI WAVE COOKING SYSTEM	2,548,024	75/821,491
UNITED STATES	REGISTERED	POP 'N SIZZLE	2,397,317	75/707,546
UNITED STATES	REGISTERED	SmartSet	2,363,000	75/487,574

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of June 28, 2002 is made by **EMERSON RADIO CORP.**, a Delaware corporation with an office at 9 Entin Road, Parsippany, New Jersey 07054 (the "Borrower"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, 2 Tower Center Boulevard, East Brunswick, New Jersey 08816 as a secured party and as agent (the "Agent") for the benefit of the Lenders party to the Revolving Credit and Term Loan Agreement (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") dated June 28, 2002 among the Borrower and the Subsidiary Borrowers, as borrower, PNC Bank, National Association and the other financial institutions and party thereto (the "Lenders").

WITNESSETH:

WHEREAS, the Lenders are making certain financial accommodations to Borrower as more fully described in the Credit Agreement;

WHEREAS, it is a condition to the obligations of the Lenders that the Borrower execute and deliver this Agreement to the Agent for the benefit of the Agent (as a secured party) and the Lenders;

WHEREAS, contemporaneously with the execution and delivery hereof, the Borrower and Agent have executed and delivered a Security Agreement dated as of the date hereof (as such Agreement may be amended, supplemented, or otherwise modified from time to time, the "Security Agreements"), pursuant to which Borrower has unconditionally granted to Agent for the benefit of Lenders, to secure the payment and performance of the Obligations (as defined in the Credit Agreement), a continuing security interest in and first priority lien on all of Borrower's properties, assets, and rights of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all accessions to, substitutions for, and all replacements, proceeds, and products of the foregoing (collectively, the "Collateral");

WHEREAS, Borrower owns and/or uses in its business, and will in the future adopt, own, and/or so use various intangible assets; including, but not limited to, the IP Collateral (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, Agent, for the benefit of Lenders, is granted a lien on and security interest in, among other assets, the Related Assets (as defined hereinafter) relating to the products and services sold under or in connection with the trademarks (as defined hereinafter), such that upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), Agent would be able to come into possession of and operate the borrower's business and to use the IP Collateral in conjunction with the continued operation of the business, maintaining substantially the same product and service

specifications and quality as maintained by Borrower, and to benefit from the Associated Goodwill (as defined hereinafter);

WHEREAS, upon the occurrence of and during the continuance of an Event of Default, and to permit Agent to continue operating Borrower's business without interruptions and to use the IP Collateral in conjunction therewith, Borrower is willing to appoint Agent as Borrower's attorney to execute, on behalf of Borrower, an assignment or assignments of Borrower's entire right, title, and interest in and to the IP Collateral; and

WHEREAS, Borrower has agreed in the Credit Agreement to grant the security interest and make the conditional assignment contemplated by this Agreement, and it is a condition precedent to Lender's making of loans to Borrower under the Credit Agreement that Borrower execute and deliver to Agent an Intellectual Property Security Agreement.

NOW, THEREFORE in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. DEFINITIONS

A. All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Credit Agreement. The following terms shall have the meanings assigned to them as follows:

B. "Agreement" shall mean this Intellectual Property Security Agreement, as is may be amended, supplemented, or otherwise modified from time to time.

C. "Trademarks" shall mean all the domestic and foreign trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, used or associated with or appurtenant to the products, services, and business of Borrower, which (i) are set forth on schedules A and C attached hereto, or (ii) have been adopted, acquired, owned, held, or used by Borrower, in Borrower's business, or with Borrower's products and services, or in which Borrower has any right, title, or interest, or (iii) are in the future adopted, acquired, owned, held, and/or used by Borrower in Borrower's business or with Borrower's products and services, or in which Borrower in the future acquires any right, title, or interest. "Owned Trademarks" shall mean all Trademarks in or to which Borrower has or shall in the future have title or an ownership interest, including, but not limited to, those set forth on Schedule A hereto. "Licensed Trademarks" shall mean all Trademarks other than Owned Trademarks, including, but not limited to, those set forth on Schedule C hereto.

D. "Trademark Registrations" shall mean all past, present, or future federal, state, local, and foreign registrations of the Trademarks, all past, present, and future applications for any such registrations of the Trademarks and any such registrations thereof upon approval of such applications, together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Borrower or Agent, and to take any and all

actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

E. "License Rights" shall mean any and all past, present, or future rights and interests of Borrower pursuant to any and all past, present, and future domestic and foreign licensing agreements in favor of Borrower, or to which Borrower is a party, pertaining to any Patents (whether Owned Patents or Licensed Patents), Trademarks (whether Owned Trademarks or Licensed Trademarks), Trademark Registrations, or IP Rights owned or used by third parties in the past, present, or future, including the right in the name of Borrower or Agent to enforce, sue, and recover for any breach or violation of any such agreement. Such agreements shall include but not be limited to those set forth on Schedule B (with respect to Owned Trademarks) and Schedule C (with respect to Licensed Trademarks) hereto.

F. "IP Rights" shall mean any and all past, present, or future rights in, to, and associated with the Patents and/or Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise; including, but not limited to, the following: all such rights arising out of or associated with the Trademark Registrations; the right but not the obligation to register claims under any state, federal, or foreign law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceeding in the name of Borrower or Agent for any and all past, present, and future infringements or dilution of or any other damages or injury to the Patents, Trademarks, the IP Rights, or the Associated Goodwill (as defined below), and the rights to damages or profits due or accrued arising out of or in connection with any such past, present, or future infringement, dilutions, damage, or injury; and the License Rights.

G. "Associated Goodwill" shall mean all goodwill of Borrower or its business, products, and services appurtenant to, associated with, or symbolized by the Patents, Trademarks, and/or the use thereof.

H. "Related Assets" shall mean all assets, rights, and interests of Borrower that uniquely reflect or embody the Associated Goodwill, including, but not limited to, the following: all patents, inventions, copyrights, trade secrets, confidential information, formulas, methods, or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision, and sale of goods or services under or in association with any of the Patents or Trademarks; and the following documents and things in the possession or under the control of Borrower, or subject to its demand for possession or control, related to the production, delivery, provision, and sale by Borrower, or any affiliate, licensee, or contractor, of products or services sold by or under the authority of Borrower in connection with the Patent, Trademark, or IP Rights, whether prior to, on, or subsequent to the date hereof:

1. All lists, contracts, ancillary documents, and other information that identify, describe, or provide information with respect to any customers, dealers, or distributors of Borrower, its affiliates or licensees or contractors, for products or services sold under or in

connection with the Patents, Trademarks, or IP Rights, including but not limited to all lists and documents containing information regarding each customer's, dealer's, or distributor's name and address, credit, payment, discount, delivery, and other sale terms, and history, pattern, and total of purchases by brand, product, style, size, and quantity;

2 All agreements, product, and service specification documents and operating, production, and quality control manuals relating to or used in the design, manufacture, production, delivery, provision, and sale of products or services under or in connection with the Trademarks or Trademark Rights;

3. All documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials, and other supplies and services used in the manufacture, production, provision, delivery, and sale of products or services under or in connection with the Patents, Trademarks, or IP Rights;

4. All agreements and documents constituting or concerning the present or future current or proposed advertising and promotion by Borrower (or any of its affiliates, licensees, or contractors) of products or services sold under or in connection with the Patents, Trademarks, or IP Rights.

I. "IP Collateral" shall mean all of Borrower's right, title, and interest in and to all of the Patents, Trademarks, the Trademark Registrations, the License Rights, the IP Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

J. "Use" of any Patent or Trademark shall include all uses of such Patent or Trademark by, for, or in connection with Borrower or its business or for the direct or indirect benefits of Borrower or its business, including but not limited to all such uses by Borrower itself, by any of the affiliates of Borrower, or by any licensee or contractor of Borrower.

K. "Coexistence Agreements" shall mean collectively, (a) the General Trademark Agreement effective April 15, 1991 by and between Emerson Electric Co., a Missouri corporation, and Borrower, (b) the Settlement Agreement effective April 15, 1991 by and between Emerson Electric Co., a Missouri corporation, and Borrower and (c) the Settlement Agreement dated February 15, 1994 by and between Schott Glaswerke, a corporation organized under the laws of Germany, and H.H. Scott, Inc., as amended April 22, 1994.

L. "Patents" shall mean all now existing and hereafter created or acquired domestic and foreign patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule D attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world .

“Owned Patents” shall mean all Patents in or to which Borrower has or shall in the future have title or an ownership interest, including, but not limited to, those set forth on Schedule D hereto. “Licensed Patents” shall mean all Patents other than Owned Patents, including, but not limited to, those set forth on Schedule D hereto.

M. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code of the State of New Jersey are used herein as therein defined.

2. GRANT OF SECURITY AND CONDITIONAL ASSIGNMENT

A. As security for the complete and timely payment, performance, and satisfaction of all Obligations, Borrower hereby unconditionally grants to Agent, for the benefit of Lenders, a continuing security interest in and first priority lien on the IP Collateral, and pledges and mortgages (but does not transfer title to) the IP Collateral to Agent, for the benefit of Lenders.

B. In addition to, and not by way of limitation of, the grant, pledge, and mortgage of the IP Collateral provided in Section 2A, Borrower hereby grants, assigns, transfers, conveys, and sets over to Agent for the benefit of Lenders, its entire right, title, and interest in and to the IP Collateral; provided, however, that such grant, assignment, transfer, and conveyance shall be and become of force and effect only upon written demand from Agent after the occurrence and during the continuance of an Event of Default and the acceleration of the Obligations under the Credit Agreement.

C. Borrower acknowledges and agrees that, upon the effectiveness of such grant, assignment, transfer, and conveyance, Agent, for the benefit of Lenders, shall have the cumulative rights in and to the IP Collateral as are provided in this Agreement and in the Security Agreement, and shall have the rights in and to the Collateral (other than the IP Collateral) as are provided in the Security Agreement.

D. The parties acknowledge and agree that, contemporaneously with the execution and delivery of this Agreement, they are executing and delivering the Security Agreement pursuant to which Borrower unconditionally grants to Agent, for the benefit of Lenders, a continuing security interest in and first priority lien on the Collateral (including the IP Collateral). Such Security Agreement, and all rights and interests of Agent in and to the Collateral (including the IP Collateral) thereunder, are hereby ratified, confirmed, adopted, and approved. In no event shall this Agreement, the grant, assignment, transfer, and conveyance of the IP Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office (“USPTO”), adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Agent in this Collateral (including the IP Collateral) pursuant to the Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of Agent in and to the Collateral under or in connection with the Security Agreement, this agreement, and/or the Uniform Commercial Code. Any and all rights and interests of Agent in and to the IP Collateral (and any and all obligations of Borrower with respect to the IP Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Agent (and

the obligations of Borrower) in, to, or with respect to the IP Collateral (including the IP Collateral) provided in or arising under or in connection with the Security Agreement.

E. Upon the effectiveness of the grant, assignment, transfer, and conveyance provided herein, Agent shall own the entire right, title, and interest in and to the IP Collateral, free and clear of any lien, charge, encumbrance, or claim of Borrower or any other party, except for Liens permitted under the Credit Agreement, the Coexistence Agreements, and the License Rights. Upon such effectiveness, in addition to all other rights and remedies of Agent, whether under law, the Credit Agreement, the Security Agreement, or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively, or concurrently, without notice to or consent by Borrower except as expressly provided otherwise herein), Agent's rights and remedies with respect to the IP Collateral, for the benefit of Lenders, shall include, but not be limited to, the following, without payment of royalty or compensation of any kind to Borrower except as expressly provided otherwise herein:

1. Agent may exercise, in respect to the IP Collateral all the rights and remedies of a secured party on default under the Uniform Commercial Code (regardless of whether such Code applies to the affected IP Collateral).

2. Agent may operate the business of Borrower using the IP Collateral.

3. Agent may, to the same extent that Borrower has the right to do so immediately prior to the effectiveness of the grant, assignment, transfer, and conveyance provided herein, license or sublicense, whether general, special, or otherwise, and whether on an exclusive or nonexclusive basis, any of the IP Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine.

4. Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right but not the obligation to enforce) against any licensor, licensee, or sublicensee all License Rights of the Borrower, and take or refrain from taking any such action.

5. Agent may, to the extent permitted by law, in its sole discretion, without notice except as specified below, assign, sell, or otherwise transfer or dispose of the IP Collateral or any part thereof, either with or without special or other conditions or stipulations, with power to buy the IP Collateral or any part of it in one or more portions at public or private sale, at any of Agent's offices or elsewhere, at such time or times, for cash, on credit, or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, and at such price or prices and upon such other terms as are commercially reasonable, irrespective of the impact of any such sales on the market price of any of the IP Collateral. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of Borrower or any party claiming through Borrower, and Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay, and/or appraisal that it now, has, or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall also

have the power to execute assurances and do all other acts and things for completing the assignment, sale, transfer, or disposition which Agent, in its sole discretion, deems appropriate or proper.

6. In addition to the foregoing, in order to implement the assignments, sale, transfer, or other disposition of any of the IP Collateral pursuant to the provisions herein, Agent may, pursuant to the authority granted in the power of attorney provided for herein (such authority becoming effective after the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of Borrower one or more instruments of assignment of the IP Collateral, in form suitable for filing, recording, or registration in any jurisdiction or country.

F. Upon the effectiveness of the grant, assignment, transfer, and conveyance provided for herein, Borrower shall have no right, title, or interest in or to any of the IP Collateral, and Borrower shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of Agent, deliver to Agent (or Agent's designee) all unused or unsold goods bearing a Trademark, and/or containing or created by or with a Patent element.

G. In addition, upon the effectiveness of the grant, assignment, transfer, and conveyance provided for herein, upon the written demand of Agent, Borrower shall execute and deliver to Agent an assignment or assignments of the IP Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of Borrower to comply with such demand will not impair or affect the validity of the assignment effected by this Agreement. Borrower agrees that any such assignment and/or any recording thereof shall be applied to reduce the Obligations outstanding only to the extent that Agent (or a Lender) actually receives cash proceeds in respect of the assignment, sale, or disposition of, or other realization upon, the IP Collateral.

H. In the event of any such license, assignment, sale, transfer, or other disposition of the IP Collateral after the occurrence and during the continuation of an Event of Default, whether to or by Agent, Borrower shall supply to Agent (or Agent's designee) Borrower's know-how and expertise relating to the products and services sold and provided under the Trademarks and Patents, and other records relating to the IP Collateral and to the production, marketing, delivery, and sale of said products and services.

I. Nothing herein contained shall be construed as requiring Agent to take any of the foregoing actions at any time.

J. Borrower agrees to pay when due all reasonable costs incurred in any license, assignment, sale, transfer, or other disposition of all or any portion of the IP Collateral to or by Agent, including any taxes, fees, and reasonable attorney fees, and all such costs shall be added to the Obligations. Agent may apply the proceeds actually received from any such license, assignment, sale, transfer, other disposition, or other collection or realization, to the reasonable out-of-pocket costs and expenses thereof, including, without limitation, reasonable attorney fees and all reasonable legal, travel, and other expenses that may be incurred or paid by Agent in

protecting or enforcing its rights upon or under this agreement, the IP Collateral, the Collateral, or the Obligations, and any proceeds remaining shall be held by Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amount payable to Agent) to the Obligations, in accordance with the Security Agreement; and Borrower shall remain liable and will pay Agent on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Any surplus of such cash or cash proceeds held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BORROWER

A. Borrower represents and warrants to, and covenants and agrees with, Agent, as follows:

1. Borrower has the full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to subject the IP Collateral to the terms hereof. The execution, delivery, and performance of this Agreement will not conflict with or contravene any contractual provision binding on Borrower with respect to the IP Collateral (including but not limited to any license agreement relating to the IP Collateral or any part thereof). Upon an Event of Default, Borrower will use its best efforts to obtain the consent of all owners of Licensed Patents and Licensed Trademarks to assign all License Rights to Agent and/or the Lenders.

2. Set forth on Schedule A hereto is a true and complete list of all Owned Trademarks and all Trademark Registrations applicable thereto. Set forth on Schedule B hereto is a true and complete list of all license or other agreements pursuant to which any affiliates of Borrower, or other persons (other than Borrower), have the right to use or have any right, title, or interest in any of the owned Trademarks and/or the Trademark Registrations or Associated Goodwill applicable thereto. Set forth on Schedule C hereto is a true and complete list of all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant so which Borrower uses such Licensed Trademarks in its business or with its products and services. Set forth on Schedule D hereto is a true and complete list of all Patents, Owned Patents, and Licensed Patents. Schedules A, B, C, and D together comprise a true and complete list of all Patents, Trademarks, and license rights of the IP Collateral. All license and other agreements applicable to the IP Collateral are the valid and binding obligations of all of the parties thereto, enforceable against each of such parties in accordance with their respective terms (provided that, with respect to any such parties other than Borrower and its affiliates, such representation and warranty is made to the best of Borrower's knowledge and belief).

3. Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title, and interest in and to the Patents, Trademarks, and the IP Collateral (other than ownership and other rights reserved by the owners of the Licensed Trademarks and/or the Licensed Patents), free and clear of any liens charges, security interest, or other encumbrance except for the security interest and conditional assignment created by this

Agreement and the Security Agreement and liens and encumbrances permitted pursuant to the terms of the Credit Agreement. Borrower will defend its right, title, and interests in and to the Patents, Trademarks, and the IP Collateral against any and all claims of any third parties.

4. Except as set otherwise expressly set forth herein, the Patents, Trademarks, Trademark Registrations, and IP Rights are subsisting, and have not been adjudged invalid or unenforceable to the best of Borrower's knowledge and belief, all of the Patents, Trademarks, Trademark Registrations, and IP Rights are valid and enforceable; Borrower is not aware of any claim by any third parties that any of the Patents, Trademarks, Trademark Registrations, and IP Rights are invalid or unenforceable.

5. To the best of Borrower's knowledge and belief, Borrower has, and shall continue to have, the exclusive right to use all the Patents and Trademarks in the manner in which they are now used (other than use of the Licensed Patents and Licensed Trademarks by the owners thereof and the other licensees of the owner of the Licensed Patents and Licensed Trademarks but no other third party), with the goods and services with which they are now used (and, in the case of registered Patents and Trademarks, for which they are registered), and throughout the geographic areas in which they are now used (and, in the case of registered Trademarks, throughout the jurisdictions in which they are registered), free and clear of any liens, charges, encumbrances, claims, or rights of any third party, or restrictions on the rights of Borrower to protect or enforce any of its IP Rights against any third party, except for Liens and encumbrances permitted pursuant to the terms of the Credit Agreement and under the Coexistence Agreements.

6. There is not on file in any governmental or regulatory authority, agency, or recording office any effective financing statement, security agreement, assignment, license, or transfer or notice of any of the foregoing (other than those that may have been filed in favor of Agent for the benefit of Lenders) covering any of the IP Collateral, and Borrower is not aware of any such filing other than those for which duly executed termination statements have been delivered to Agent. So long as this Agreement shall be in effect, Borrower shall not execute and shall not permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of Agent for the benefit of Lenders).

7. Except as otherwise set forth herein, no claim has been made that Borrower's use of any of the IP Collateral does or may violate the rights of any third party and there have been no adverse decisions to Borrower's claim of ownership rights in or exclusive rights to use the Patents, Trademarks, or the IP Collateral associated therewith, or to its right to use and register the Owned Patents and Owned Trademarks in any jurisdiction or so keep and maintain such registrations in full force and effect, and there is no proceeding involving said rights threatened or pending in the USPTO or any similar office or agency of the United States, any state or foreign country or in any court.

8. Borrower shall promptly notify Agent of the institution of and any adverse decision in any proceeding in the USPTO or any similar office or agency of the United States or any state or any foreign country, or any court, regarding Borrower's claim of ownership in any of

the Owned Patents, Owned Trademarks, or related IP Collateral, its right to register any of the same, or to keep and maintain any such registration.

9. Borrower agrees that, upon its commencement of use of or acquisition of any right, title, or interest in or to any Patent, Trademark, Trademark Registration, or Trademark Right other than the Patents, Trademarks, Trademark Registrations, and IP Rights set forth herein (including any variations or new versions of such scheduled Patents, Trademarks, Trademark Registration, and IP Rights), or upon commencement of the prosecution of any potential Patent, or upon commencement of the use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Agreement shall automatically apply thereto, and Borrower shall promptly notify Agent thereof. Agent shall be authorized to amend such Schedules, as appropriate, to include such additional Patents, Trademarks, Trademark Registrations, and IP Rights, without the necessity for Borrower's approval of or signature to such amendment, and Borrower shall do all such other acts (at its own expense) deemed necessary or appropriate by Agent to implement, preserve Agent's interest therein (including but not limited to executing and delivering, and recording in all places where this Agreement is recorded, an appropriate counterpart of this Agreement). Such additional Patents, Trademarks, Trademark Registrations, and IP Rights shall be automatically included in the "Patents," "Trademarks," "Trademark Registrations," and "IP Rights" as defined herein, and all representations and warranties of Borrower set forth herein shall be deemed to be restated by Borrower as of the date of any such amendment of such Schedules with the full force and effect as though made on such date.

10. Borrower shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings, or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for, prosecute (with respect to Patents), and enforce the Patents, Trademarks, Trademark Registrations, IP Rights, Associated Goodwill, and Related Assets. Without limiting the generality of the foregoing, Borrower shall pay when due all fees, taxes, and other expenses that shall be incurred or shall accrue with respect to any of the Patents, Trademarks, or the IP Collateral.

11. Borrower shall continue to use the Trademarks in its business in the same or similar manner as it has in the past, for Registered Trademarks shall continue to use each Trademark in each jurisdiction of registration (and in interstate commerce for federally registered Trademarks) in each and every class of goods or services for which it is registered, and in general shall continue to use the Trademarks in each and every class of goods and services applicable to Borrower's current use of the Trademarks in its business as reflected in its current catalogs, brochures, advertising, and price lists; all in order to maintain the Trademarks in full force, free from any claim or risk of abandonment for non-use. Notwithstanding the foregoing provisions of this Section or any other provision of this Agreement, Borrower shall have the right to discontinue use, in whole or in part, of any Trademark, Trademark Registration, Trademark License Right, or Trademark Right where such discontinuance is deemed necessary or desirable by Borrower in the exercise of its reasonable business judgment.

12. In order to protect and maintain the IP Collateral, and to prevent any deception of the public, Borrower shall operate its business and use the Trademarks in

accordance with the same requirements and quality standards as in the past have been and now are applicable to its goods and services, and shall maintain the quality of all such goods and services, sold or provided under or in connection with the Trademarks commensurate with the quality of the business, goods, and services now and previously associated with the Trademarks.

13. Borrower has at all times in the past used, and shall in the future use, the Patents and Trademarks with the statutory and other appropriate notices of the registrations and ownership thereof, and shall not use the Patents and Trademarks without such notices.

14. Borrower shall, to the extent it has rights of access with respect thereto, upon reasonable prior notice by Agent and at reasonable times, permit Agent (or Agent's designee) from time to time to review, examine, or evaluate the offices, plants, and facilities (whether owned by Borrower, an affiliate of Borrower, or a subcontractor to Borrower) that manufacture, inspect, store, or provide goods or services under or in association with any of the Patents and Trademarks, and the production and quality control records pertaining thereto, in order that Agent may be assured that the quality of such goods and services is being maintained as required by this Agreement, that the Patents and Trademarks are being properly used with such goods and services, and that appropriate notices of registration and ownership of the Patent and Trademarks are being used as required by this Agreement. In the event that Agent reasonably believes that such quality is not being maintained, or that the Patents and Trademarks or such notices are not being used properly and as required hereby, Agent may so advise Borrower, in which case Borrower shall promptly take the necessary corrective action to maintain such quality and use the Patents and Trademarks and such notices properly and as required by this Agreement.

15. Borrower shall not take any actions or enter into any agreements, including but not limited to any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in, or encumbrance of any of the IP Collateral that are inconsistent with or would or might impair in any way Borrower's representations, warranties, and covenants herein, without the prior written consent of Agent (which consent, in the case of license agreements only, shall not be unreasonably withheld or delayed). Without limiting the generality of the foregoing, Borrower shall not permit the inclusion in any agreement to which it becomes a party of any provision which could or might in any way impair or prevent the creation of a security interest in or the conditional assignment of Borrower's rights and interests in any property acquired under such agreement which is included within the definition of IP Collateral.

16. Borrower shall not abandon any of the Patents (including the prosecutions that are ongoing as of the effective date of this Intellectual Property Security Agreement), Trademarks, Trademark Registrations, or IP Rights, or do any act or omit to do any acts if such act or omission is of a character that tends to cause or contribute to the abandonment or nonregistration of any Patent, Trademark, Trademark Registration, or Trademark Right or loss of or adverse effect on any rights in any Patent, Trademark, Trademark Registration, or Trademark Right. Prohibited acts of the Debtor shall include but not be limited to "assignments in gross" of any Owned Trademark or the license of any Owned Trademark without both appropriate contractual use and quality control provisions and proper monitoring, supervision, and enforcement by Borrower of the quality of the licensed goods or services.

17. Borrower shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

18. Borrower shall do all things which may be necessary or appropriate to insure that each licensee of any Owned Patent and Owned Trademark, in its use of any or all of the IP Collateral in its business, shall (i) comply fully with all applicable license agreements and (ii) satisfy and perform all the same standards and obligations set forth herein (with respect to Borrower's use of the IP Collateral) as fully as though such standards and obligations were set forth with respect to such licensee's use of the licensed IP Collateral.

19. To the best of Borrower's knowledge and belief, except as set forth, there is at present no material infringement or unauthorized or improper use of the Patents, Trademarks, Trademark Registrations, or the IP Rights. Borrower shall use its best efforts to detect any such infringement or unauthorized or improper use. In the event of any such infringement or unauthorized or improper use by any third party, Borrower shall promptly notify Agent and shall have the first opportunity to sue and recover therefor and to retain any and all damages so recovered or obtained. In the event Borrower fails to so sue or bring legal action, Borrower shall notify Agent within ten (10) days after the date of original notice to Borrower of infringement or unauthorized or improper use and, thereafter, Agent shall save the right (but not the obligation), at Borrower's expense (including but not limited to reasonable attorney fees), and in the name of Borrower or Agent (in the sole discretion of Agent), to sue and recover therefor and obtain directly any and all damages recoverable on account thereof; any expenses incurred by Agent in any such case shall be added to the principal amount of the obligations and shall bear interest at the rate applicable to overdue principal on the Loans under the Credit Agreement.

20. All federal, state, local, and foreign registrations of the Patents and Owned Trademarks, and applications for such registrations, are set forth on Schedules A and D hereto.

21. Borrower, with counsel of its own choosing reasonably acceptable to Agent, and at its own expense, shall apply to register all registrable but unregistered patentable inventions and Owned Trademarks with the USPTO (and in such other jurisdictions as are commercially appropriate), shall diligently prosecute its applications to register its Patents and Owned Trademarks and use its best efforts to obtain such registrations. In the event any pending or hereafter filed application for Trademark Registration, other than a renewal of a Trademark Registration, has been rejected by the USPTO or any foreign trademark office or agency and Borrower determines in its reasonable business judgment that further prosecution of such application is not warranted, Borrower shall promptly notify Agent thereof in writing and may cease to prosecute such application thirty (30) days after such notice.

22. Except as provided for herein, Borrower, with counsel of its own choosing reasonably acceptable to Agent and at its expense, shall take all necessary and appropriate actions to preserve and maintain in full force and effect all Patents, Trademarks, Trademark Registrations, and IP Rights, including but not limited to filing and diligently prosecuting all necessary or appropriate applications for prosecution, registration, opposition, and cancellation

proceedings, affidavits of use, affidavits of incontestability, and registration renewal applications.

23. Upon demand by Agent at any time after the occurrence and the continuation of an Event of Default, Borrower shall deliver to Agent the original or a true copy of all current official Certificates of Registration for any or all of the Patents, Trademark Registrations (for any jurisdiction of registration) for the Owned Trademarks, and forthwith upon receipt thereof the original or a true copy of all official Certificates of Registration for any Patents and Owned Trademarks for which registration applications are then pending or thereafter filed.

24. Borrower has kept and will diligently keep complete and accurate records respecting the Patents, Trademarks, Trademark Registrations, IP Rights and Associated Goodwill, and will at all times keep at least one set or such records at its chief executive office or principal place of business as set forth above. Borrower shall, to the extent it has access thereto, upon reasonable prior notice by Agent and at reasonable times, permit Agent (or Agent's designee) from time to time to review, inspect, and examine such records.

25. This Agreement will create in favor of Agent, for the benefit of Lenders, a valid and perfected first priority security interest in the IP Collateral upon making the filings referred to herein subject only to the Liens permitted herein and in the Credit Agreement.

26. Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the USPTO with respect to the IP Collateral (and with the United States Copyright Office with respect to federally registered copyrights of Borrower) necessary to perfect and record the security interest and conditional assignment created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental or regulatory authority, agency, or office is required either (i) for the grant by Borrower or the effectiveness of the security interest and conditional assignment granted hereby or for the execution, delivery, and performance of this Agreement by Borrower, or (ii) for the perfection of or the exercise by Agent of its rights and remedies hereunder; provided, however, that the foregoing representation and warranty shall not apply to foreign IP Rights.

27. All information with respect to the IP Collateral set forth herein, in the Credit Agreement, in the Security Agreement or in any schedule, certificate or other writing at any time heretofore or hereafter furnished by Borrower to Agent is and will be true, correct, and complete in all material respects as of the date furnished.

4. CONSIDERATION AND ENFORCEMENT

A. Except as otherwise provided for herein or in the Credit Agreement or Security Agreement, Borrower shall continue to collect, at its own expense, all amounts due or to become due to Borrower in respect of the IP Collateral or any part thereof.

B. Upon the occurrence and during the continuation of an Event of Default, Agent is hereby given full power and authority, without notice or demand, (1) to notify any and all obligors with respect to the IP Collateral or any part thereof, and (2) to demand, take, collect, sue for, and receive for its own use and account all amounts due or to become due Borrower in respect of the IP Collateral, and in connection therewith to enforce all rights and remedies with respect to the IP Collateral or any part thereof that Borrower could enforce; and Borrower hereby ratifies any and all actions that Agent may lawfully take to enforce Agent's rights hereunder. Regardless of whether Agent shall have so notified any obligors, the Borrower shall at its expense cooperate with Agent and render all reasonable assistance to Agent in enforcing claims against such obligors.

C. Except as otherwise provided for herein, Borrower shall have the right and the obligation to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings, or other actions to restrain, prevent, or recover for infringement, misuse, unfair competition, dilution, or other damage as are in its reasonable business judgment necessary or appropriate to maintain, protect, and enforce the Patents, Trademarks, Trademark Registration, IP Rights, and Associated Goodwill. Agent shall cooperate with Borrower as may be reasonably necessary or appropriate in connection with any such suit, proceeding, or action, including but not limited to joining as a necessary party. Borrower shall indemnify and hold harmless Agent from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, or disbursements (including but not limited to attorney fees) of any kind whatsoever that may be imposed on, incurred, or suffered by or asserted against Agent in connection with or in any way arising out of such suits, proceedings, or actions except for those arising solely from the gross negligence or willful misconduct of Agent or any Lender.

D. Upon the occurrence and during the continuation of an Event of Default, Agent shall have the right but in no way shall be obligated to bring suit in the name of Borrower or Agent (in the sole discretion of Agent), to protect, maintain, or enforce any of Borrower's rights or interests in, to, or under the IP Collateral or any part thereof, in which event Borrower shall at the request of Agent do any and all lawful acts and things and execute any and all documents and instruments requested by Agent in furtherance of such protection, maintenance, or enforcement; Borrower shall promptly, upon demand, indemnify and reimburse Agent for all liabilities, obligations, costs, expenses, or disbursements imposed on, incurred, or suffered by or asserted against Agent in the exercise of its rights hereunder, except for those arising solely from the gross negligence or willful misconduct of Agent or any Lender. In the event Agent shall elect not to bring suit to protect, maintain, or enforce any such rights or interests of Borrower, Borrower shall use all reasonable measures, whether by action suit, proceeding, or otherwise, to protect, maintain, and enforce such rights and interests, and for that purpose shall diligently maintain any such action, suit, or proceeding necessary or appropriate for such protection, maintenance, or enforcement.

5. FURTHER ASSURANCES

A. Upon obtaining knowledge thereof, Borrower will promptly notify Agent in writing of any event which does or reasonably could materially adversely affect the value of any

of the Patents, Trademarks, Trademark Registrations, IP Rights, or Associated Goodwill, the ability of Borrower or Agent to dispose of any of the Patents, Trademarks, Trademark Registrations, IP Rights, or Associated Goodwill, or the rights and remedies of Agent in relation to any of the Patents, Trademarks, Trademark Registrations, IP Rights, or Associated Goodwill, including but not limited to the institution or levy of any legal process against any of the Patents, Trademarks, Trademark Registrations, IP Rights, or Associated Goodwill.

B. Upon the request of Agent, Borrower will use its best efforts to obtain any necessary consents of third parties to the grant and perfection of the security interest in the IP Collateral, and/or to the grant of effectiveness of the conditional assignment of the IP Collateral provided for herein.

6. LIABILITIES, INDEMNITY, AND COSTS

A. Borrower shall be liable for any and all uses or misuses of any of the IP Collateral by itself and for any failure to take reasonable measures to avoid and prevent the improper use of the IP Collateral by any other party (including but not limited to any licensee of the Owned Patents or Owned Trademarks), any failure to use the Trademarks continuously except as expressly provided for herein, any failure to use the Trademarks in accordance with this Agreement, or any other claim, suit, loss, damage, expense, or liability of any kind or nature (except those resulting from any gross negligence or willful misconduct of Agent) arising out of or in connection with the IP Collateral or the production, marketing, delivery, and sale of the goods and services provided under or in connection with any of the Patents, Trademarks, or the IP Collateral prior to the effectiveness of the grant, assignment, transfer, and conveyance provided for herein. Borrower shall be liable also for any claim, suit, loss, damage, expense, or liability arising out of or in connection with the improper acts or omissions of Borrower (regardless of whether such acts or omissions occurred or occur prior to or after such effectiveness).

B. Nothing in this agreement shall relieve Borrower from any performance of any covenant, agreement, or obligation of Borrower under any license agreement now or hereafter in effect licensing any part of the IP Collateral, or from any liability to any licensee or licensor under any such license agreement or to any other party, or shall impose any liability on Agent for any act or omissions of Borrower in connection with any such license agreement.

C. Borrower shall indemnify and hold harmless Agent from and against, and shall pay to Agent on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations, or liabilities of any kind or nature (except those resulting solely from Agent's or any Lender's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the IP Collateral, custody, preservation, use, or operation of the IP Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery, and sale of the goods and services provided under or in connection with any of the Trademarks or the IP Collateral, the sale of, collection from, or other realization upon any of the IP Collateral, the failure of Borrower to perform or observe any of the provisions hereof, or matters related to any of the foregoing prior to the effectiveness of the grant, assignment, transfer, and conveyance provided for herein.

Borrower shall also indemnify and hold harmless Agent from and against any and all claims, actions, suits, judgments, penalties, losses, damages, disbursements, expenses, obligations, or liabilities arising out of or in connection with any improper act or omission of Borrower (regardless of whether such act or omission occurred or occurs prior so or after such effectiveness). Borrower shall make no claim against Agent for or in connection with the exercise or enforcement by Agent of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by Agent hereunder (except for the gross negligence or willful misconduct of Agent).

D. Any and all fees, costs, and expenses, of whatever kind or nature, including but not limited to reasonable fees and disbursements of counsel and of any experts and agents, incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of the transactions contemplated hereby, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, or encumbrances, or otherwise protecting maintaining or preserving the IP Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, or in exercising or enforcing any right or remedy granted to Agent hereunder, shall be borne and paid by Borrower on demand by Agent, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate applicable to overdue principal on the Loans pursuant to the Credit Agreement.

7. POWER OF ATTORNEY

Borrower hereby grants to Agent, and any officer or agent of Agent as Agent may designate in its sole discretion, a power of attorney, thereby instituting and appointing Agent (and Agent's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any of the IP Collateral, to execute and deliver any and all agreements, documents, instruments of assignment, licenses, or transfers of the IP Collateral, and do all other acts which Borrower is obligated to execute or do under any provision of this agreement, and to execute any and all documents, statements, certificates, or other documents necessary or advisable to effect any of the purposes set forth herein as Agent (or Agent's designee) may in its sole discretion determine. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

8. SPECIFIC ENFORCEMENT

Due to the unique nature of the IP Collateral, and in order to preserve its value, Borrower agrees that Borrower's agreements, duties, and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

9. TERMINATION

This Agreement shall create a continuing security interest in and conditional assignment of the IP Collateral. Upon payment and satisfaction in full of the Term Loans and all accrued

and unpaid interest thereon, provided no Event of Default has occurred and is continuing, this Agreement shall automatically terminate and shall be of no further force and effect, and the security interest granted hereby shall terminate and all rights to the IP Collateral shall revert to Borrower. Upon any such termination, Agent shall execute and deliver to Borrower such documents, and shall take such other actions, all at the expense of Borrower, as may reasonably be requested by Borrower to evidence or record such termination.

10. PROVISIONS OF GENERAL APPLICATION

A. In the event of any irreconcilable conflicts between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control.

B. This Agreement shall be governed by the laws of the State of New Jersey.

C. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New Jersey. Each party hereby irrevocably and unconditionally:

1. submits for itself and its property in any legal action or proceeding relating to or arising out of this Agreement, or the conduct of any party with respect thereto, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive general jurisdiction of the Courts of the State of New Jersey, the courts of the United States of America for the District of New Jersey, and appellate courts from any thereof;

2. consents that any such action or proceeding may be brought in such courts and waives to the fullest extent permitted by law any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

3. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at the address set forth in Section 10.1 of the Credit Agreement or at such other address of which the Lender shall have been notified pursuant thereto;

4. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

5. waives, to the maximum extent permitted by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary, punitive or consequential damages.

6. **WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY SECURITY AGREEMENT, AND ANY COUNTERCLAIM RELATED THERETO.**

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.

E. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

F. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal, or unenforceable, or so determined, with a valid, enforceable, and effective provision that is as similar as possible in substance and effect to the provision that is invalid, illegal, unenforceable, or of no effect.

G. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

EMERSON RADIO CORP

By: 

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name:

Title:

Schedule A - Owned Trademarks

<u>Country</u>	<u>Status</u>	<u>Mark</u>	<u>Reg #</u>	<u>App #</u>
AFGHANISTAN	REGISTERED	EMERSON	4748	459
AFGHANISTAN	REGISTERED	EMERSON & G-CLEF	4749	460
ALGERIA	REGISTERED	EMERSON	040806	N/A
ALGERIA	REGISTERED	EMERSON	58123	N/A
ALGERIA	REGISTERED	EMERSON & G-CLEF	57784	N/A
ANDORRA	REGISTERED	EMERSON	4256	5586
ANTIGUA & BARBUDA	PENDING	EMERSON & G-CLEF		N/A
ANTIGUA & BARBUDA	REGISTERED	EMERSON	5208	5208
ANTIGUA & BARBUDA	REGISTERED	EMERSON	5508	5508
ANTIGUA & BARBUDA	REGISTERED	EMERSON & G-CLEF	5201	5201
ARGENTINA	PENDING	EMERSON INTERACTIVE & G-CLEF LOGO		2.297.281
ARGENTINA	REGISTERED	EMERSON	1621654	1.958.072
ARGENTINA	REGISTERED	EMERSON	1657648	1.952.566
ARGENTINA	REGISTERED	EMERSON & G-CLEF	1436236	1708072
ARGENTINA	REGISTERED	EMERSON & G-CLEF	1657647	1.952.567
ARGENTINA	REGISTERED	EMERSON & G-CLEF	1579854	1.958.071
ARGENTINA	REGISTERED	EMERSON & G-CLEF (OLD)	1635219	1749773
ARGENTINA	REGISTERED	EMERSON & G-CLEF (OLD)	1635218	1749772
ARGENTINA	REGISTERED	EMERSON & G-CLEF (OLD)	1635217	1749774
ARUBA	REGISTERED	EMERSON	16165	N/A
ARUBA	REGISTERED	EMERSON & G-CLEF	16164	N/A
AUSTRALIA	PENDING	EMERSON & G-CLEF		874265
AUSTRALIA	REGISTERED	EMERSON & G-CLEF (OLD)	A83,489	83,489
AUSTRIA	REGISTERED	EMERSON	117982	AM2077/87-1

{40089839;9}

Country	Status	Mark	Reg #	App #
AUSTRIA	REGISTERED	G-CLEF DESIGN	119058	AM2076/87-1
AZERBAIJAN	REGISTERED	EMERSON	981277	940482
AZERBAIJAN	REGISTERED	EMERSON & G-CLEF	970195	1329
AZERBAIJAN	REGISTERED	EMERSON & G-CLEF (OLD)	970193	1328
BAHAMAS	REGISTERED	EMERSON	19587	19,587
BAHAMAS	REGISTERED	EMERSON	19586	19,586
BAHAMAS	REGISTERED	EMERSON	19588	19,588
BAHAMAS	REGISTERED	EMERSON & G-CLEF	19590	19,590
BAHAMAS	REGISTERED	EMERSON & G-CLEF	19589	19,589
BAHAMAS	REGISTERED	EMERSON & G-CLEF	19591	19,591
BAHRAIN	REGISTERED	EMERSON	17467	513/94
BAHRAIN	REGISTERED	EMERSON	17468	514/94
BAHRAIN	REGISTERED	EMERSON & G-CLEF	17466	512/94
BAHRAIN	REGISTERED	EMERSON & G-CLEF	17465	511/94
BANGLADESH	PENDING	EMERSON		56368
BANGLADESH	PENDING	EMERSON		56370
BANGLADESH	PENDING	EMERSON & G-CLEF		56372
BANGLADESH	PENDING	EMERSON & G-CLEF		56369
BARBADOS	REGISTERED	EMERSON	81/8767	N/A
BARBADOS	REGISTERED	EMERSON	81/8768	N/A
BARBADOS	REGISTERED	EMERSON & G-CLEF	81/8792	N/A
BARBADOS	REGISTERED	EMERSON & G-CLEF	81/8789	N/A
BELARUS	REGISTERED	EMERSON	4271	00 785/03
BELARUS	REGISTERED	EMERSON & G-CLEF	2801	92933
BELARUS	REGISTERED	EMERSON & G-CLEF (OLD)	2802	3044
BENELUX	REGISTERED	EMERSON	414173	677006
BENELUX	REGISTERED	EMERSON & G-CLEF	463628	728730

Country	Status	Mark	Reg #	App #
BENELUX	REGISTERED	EMERSON & G-CLEF	414172	677005
BENELUX	REGISTERED	EMERSON & G-CLEF (OLD)	91,915	
BENELUX	REGISTERED	EMERSON & G-CLEF (OLD)	388708	
BERMUDA	REGISTERED	EMERSON	25531	25531
BERMUDA	REGISTERED	EMERSON	25533	25533
BERMUDA	REGISTERED	EMERSON & G-CLEF	25561	25561
BERMUDA	REGISTERED	EMERSON & G-CLEF	25532	25532
BOLIVIA	REGISTERED	G-CLEF	53858	40242
BOLIVIA	REGISTERED	G-CLEF	53857	40241
BOSNIA AND	REGISTERED	EMERSON & G-CLEF	BAZ96457	BAZ96457A
BRAZIL	PENDING	EMERSON INTERACTIVE & G-CLEF LOGO		823109771
BRAZIL	REGISTERED	EMER-GLO	818654384	818.654.384
BRAZIL	REGISTERED	EMERSON	812931980	812,931,980
BRAZIL	REGISTERED	EMERSON	812931998	812,931,998
BRAZIL	REGISTERED	EMERSON	812931971	812,931,971
BRAZIL	REGISTERED	EMERSON	812931955	812931955
BRAZIL	REGISTERED	EMERSON	812932030	812,932,030
BRAZIL	REGISTERED	EMERSON	812559096	812,559,096
BRAZIL	REGISTERED	EMERSON	815783973	815,783,973
BRAZIL	REGISTERED	EMERSON	812931963	812,931,963
BRAZIL	REGISTERED	EMERSON	815783990	815,783,990
BRAZIL	REGISTERED	EMERSON & G-CLEF	818654392	818.654.392
BRAZIL	REGISTERED	EMERSON & G-CLEF	812931939	812931939
BRAZIL	REGISTERED	EMERSON & G-CLEF	812931920	812,931,920
BRAZIL	REGISTERED	EMERSON & G-CLEF	812,931,947	812,931,947
BRAZIL	REGISTERED	EMERSON & G-CLEF	812932013	812,932,013
BRAZIL	REGISTERED	EMERSON & G-CLEF	812932021	812,932,021

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BRAZIL	REGISTERED	EMERSON & G-CLEF	812932005	812,932,005
BRAZIL	REGISTERED	EMERSON COMPUTER	815783981	815,783,981
BRAZIL	REGISTERED	EMERSON COMPUTER	815783965	815,783,965
BRAZIL	REGISTERED	EMERSON DA AMAZONIA	812781759	812781759
BRAZIL	REGISTERED	ETERSON	810994550	810994550
BRAZIL	REGISTERED	KOLSTER	810994569	810994569
BRAZIL	REGISTERED	SCOTT	812940270	812940270
BRAZIL	REGISTERED	SCOTT	812940296	812940296
BRITISH VIRGIN ISLANDS	REGISTERED	EMERSON	1607	1606
BRITISH VIRGIN ISLANDS	REGISTERED	EMERSON & G-CLEF	1607	1607
BRITISH VIRGIN ISLANDS	REGISTERED	EMERSON & G-CLEF	1608	1608
BRITISH VIRGIN ISLANDS	REGISTERED	EMERSON & G-CLEF	1609	1609
CANADA	PENDING	ELECTROPHONIC		1,071,761
CANADA	PENDING	EMER-GLO		770070
CANADA	PENDING	EMERSON		1,024,308
CANADA	PENDING	EMERSON & G-CLEF		1130428
CANADA	PENDING	EMERSON & G-CLEF		882,157
CANADA	PENDING	EMERSON & G-CLEF		1,023,296
CANADA	PENDING	EMERSON & G-CLEF		1081178
CANADA	PENDING	GIRL POWER		1125335
CANADA	PENDING	GIRLPOWER (STYLIZED)		1125334
CANADA	REGISTERED	EMERFAX	393367	678295
CANADA	REGISTERED	EMERSON & DESIGN	441168	663,433
CANADA	REGISTERED	EMERSON & G-CLEF	TMA466393	642155
CANADA	REGISTERED	EMERSON & G-CLEF	TMA500083	789,921
CANADA	REGISTERED	EMERSON & G-CLEF	TMA552237	892,058
CANADA	REGISTERED	EMERSON & G-CLEF	521,526	768,926

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CANADA	REGISTERED	EMERSON & G-CLEF	387900	567713
CANADA	REGISTERED	EMERSON & G-CLEF (OLD)	109,635	240899
CANADA	REGISTERED	EMERSON RADIO AND TELEVISION & G-CLEF	2,369	N/A
CANADA	REGISTERED	EMERSON RESEARCH & G CLEF LOGO	513,390	892,220
CAYMAN ISLANDS	REGISTERED	EMERSON	642815	
CAYMAN ISLANDS	REGISTERED	EMERSON & G-CLEF	1247408	1247408
CAYMAN ISLANDS	REGISTERED	EMERSON & G-CLEF	124710	
CAYMAN ISLANDS	REGISTERED	EMERSON & G-CLEF	1247409	1247409
CHILE	REGISTERED	EMERSON	456308	299.375
CHILE	REGISTERED	EMERSON & G-CLEF	456307	299.376
CHINA	PENDING	EMERSON & G-CLEF		95014765
CHINA	REGISTERED	EMER-GLO	904317	95014767
CHINA	REGISTERED	EMERSON	923015	95014763
CHINA	REGISTERED	EMERSON & G-CLEF	904316	95014766
CHINA	REGISTERED	EMERSON & G-CLEF	910568	95014764
CHINA	REGISTERED	EMERSON & G-CLEF	533596	8939164
CHINA	REGISTERED	EMERSON & G-CLEF	314019	20904
CHINA	REGISTERED	EMERSON & G-CLEF	312276	20903
COLOMBIA	REGISTERED	EMERSON & G-CLEF (OLD)	93,499	130311
COSTA RICA	REGISTERED	EMERSON	96440	98186
COSTA RICA	REGISTERED	EMERSON	99064	101.563
COSTA RICA	REGISTERED	EMERSON & G-CLEF	89567	89.269
COSTA RICA	REGISTERED	EMERSON & G-CLEF	92459	93.419
CYPRUS	REGISTERED	EMERSON	39713	39713
CYPRUS	REGISTERED	EMERSON	39712	39712
CYPRUS	REGISTERED	EMERSON & G-CLEF	39714	39714
CYPRUS	REGISTERED	EMERSON & G-CLEF	39715	39715

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CZECH REPUBLIC	PENDING	EMERSON		0-143353-99
CZECH REPUBLIC	PENDING	EMERSON & G-CLEF		0-143354-99
CZECH REPUBLIC	REGISTERED	EMERSON	167455	N/A
DENMARK	REGISTERED	EMERSON	2655/1993	5836/85
DENMARK	REGISTERED	EMERSON & G-CLEF	2654/1993	5835/85
DENMARK	REGISTERED	EMERSON & G-CLEF	VR 04072 1994	07.745/89
DOMINICA	PENDING	EMERSON		N/A
DOMINICA	PENDING	EMERSON		N/A
DOMINICA	PENDING	EMERSON & G-CLEF		N/A
DOMINICA	PENDING	EMERSON & G-CLEF		N/A
DOMINICAN REPUBLIC	REGISTERED	EMERSON	0120322	N/A
DOMINICAN REPUBLIC	REGISTERED	EMERSON	0119631	N/A
DOMINICAN REPUBLIC	REGISTERED	EMERSON & G-CLEF	0120320	n/a
ECUADOR	REGISTERED	EMERSON & G-CLEF (OLD)	1747-95	
EGYPT	PENDING	SCOTT		88551
EGYPT	REGISTERED	EMER-GLO	97286	97286
EGYPT	REGISTERED	EMERSON & G-CLEF	76434	76434
EL SALVADOR	REGISTERED	EMERSON	224 Book 129	4267/93
EL SALVADOR	REGISTERED	EMERSON	212 Book 114	4268/93
EL SALVADOR	REGISTERED	EMERSON & G-CLEF	153 Book 129	4262/93
EL SALVADOR	REGISTERED	EMERSON & G-CLEF	90 Book 113	4263/93
EL SALVADOR	REGISTERED	EMERSON & G-CLEF (OLD)	VOL. 84/8	12117
ESTONIA	REGISTERED	EMERSON	19926	93-11030
ESTONIA	REGISTERED	EMERSON & G-CLEF	10260	9306497
ESTONIA	REGISTERED	EMERSON & G-CLEF (OLD)	10261	9306498
EUROPEAN UNION	PENDING	EMERSON		1939487
EUROPEAN UNION	PENDING	EMERSON & G-CLEF		1939461

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EUROPEAN UNION	PENDING	H. H. SCOTT		1939313
EUROPEAN UNION	PENDING	SCOTT		1939339
EUROPEAN UNION	REGISTERED	SmartSet	1262609	1262609
FINLAND	REGISTERED	EMER-GLO	203029	412/96
FINLAND	REGISTERED	EMERSON	104553	2603/87
FINLAND	REGISTERED	EMERSON & G-CLEF	124239	5287/89
FINLAND	REGISTERED	G-CLEF DESIGN	104554	2604/87
FRANCE	REGISTERED	EMERSON	1,546,598	508087
FRANCE	REGISTERED	EMERSON	1331022	767652
FRANCE	REGISTERED	EMERSON & G-CLEF	1331023	767653
FRANCE	REGISTERED	EMERSON & G-CLEF (OLD)	1583291	541075
GEORGIA	REGISTERED	EMERSON	4801	002522/03
GEORGIA	REGISTERED	EMERSON & G-CLEF	616	002521/03
GEORGIA	REGISTERED	EMERSON & G-CLEF (OLD)	615	002598/03
GERMANY	REGISTERED	EMERSON	1019908	N/A
GERMANY	REGISTERED	EMERSON	1115623	E25311/9WZ
GERMANY	REGISTERED	EMERSON & G-CLEF	1115622	E25310/9 WZ
GERMANY EAST	REGISTERED	G-Clef Design	645752	W56340
GREECE	REGISTERED	EMERSON	74581	N/A
GREECE	REGISTERED	EMERSON & G-CLEF	96079	96.079
GREECE	REGISTERED	EMERSON & G-CLEF	125718	125.718
GREECE	REGISTERED	EMERSON & G-CLEF	143531	143.531
GREECE	REGISTERED	EMERSON RADIO AND TELEVISION & G-CLEF (SPIRAL)	11755	N/A
GRENADA	REGISTERED	EMERSON	178 of 1997	178 of 1997
GRENADA	REGISTERED	EMERSON & G-CLEF	177 of 1977	177 of 1977
GRENADA	REGISTERED	EMERSON & G-CLEF	180 of 1997	180 of 1997
GRENADA	REGISTERED	EMERSON & G-CLEF	179 of 1997	179 of 1997

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GUATEMALA	REGISTERED	EMERSON	084458	2296-94
GUATEMALA	REGISTERED	EMERSON	80751/78/173	2295-94
GUATEMALA	REGISTERED	EMERSON & G-CLEF	84457	2270-94
GUATEMALA	REGISTERED	EMERSON & G-CLEF	083212	2269-94
HAITI	REGISTERED	EMERSON	256/112	582-S
HAITI	REGISTERED	EMERSON	257/112	583-S
HAITI	REGISTERED	EMERSON & G-CLEF	259/112	585-S
HAITI	REGISTERED	EMERSON & G-CLEF	258/112	584-S
HONDURAS	REGISTERED	EMERSON	62025	1376-94
HONDURAS	REGISTERED	EMERSON	62024	1379-94
HONDURAS	REGISTERED	EMERSON & G-CLEF	62022	1377-94
HONDURAS	REGISTERED	EMERSON & G-CLEF	62028	1378-94
HONG KONG	REGISTERED	EMERSON	4822/2001	13813/98
HONG KONG	REGISTERED	EMERSON & G-CLEF	4823/2001	13815/98
HONG KONG	REGISTERED	EMERSON & G-CLEF	B3461	8188/89
HONG KONG	REGISTERED	EMERSON & G-CLEF	6868/1999	95/1337
HONG KONG	REGISTERED	EMERSON & G-CLEF (OLD)	798/50	N/A
HONG KONG	REGISTERED	EMERSON & G-CLEF (OLD)	755/75	N/A
HUNGARY	REGISTERED	EMERSON	126,862	976/87
HUNGARY	REGISTERED	G-CLEF DESIGN	126861	975/87
INDIA	PENDING	EMERSON		649,308
INDIA	PENDING	EMERSON		649,309
INDIA	PENDING	EMERSON & G-CLEF		649311
INDIA	PENDING	EMERSON & G-CLEF		649310
INDIA	REGISTERED	EMERSON & DESIGN	101488	n/a
INDIA	REGISTERED	EMERSON & G-CLEF (OLD)	101488	N/A
INDONESIA	REGISTERED	EMERSON	288921	N/A

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INDONESIA	REGISTERED	EMERSON & G-CLEF	288912	N/A
IRAN	REGISTERED	EMERSON	71979	109256
IRAN	REGISTERED	EMERSON & G-CLEF	109255	109255
IRAN	REGISTERED	EMERSON & G-CLEF (OLD)	50048	N/A
IRELAND	REGISTERED	EMERSON	148201	2655/89
IRELAND	REGISTERED	EMERSON	148202	2656/89
IRELAND	REGISTERED	EMERSON	148203	2657/89
IRELAND	REGISTERED	G-CLEF DESIGN	A137051	2658/89
IRELAND	REGISTERED	G-CLEF DESIGN	A137053	2660/89
IRELAND	REGISTERED	G-CLEF DESIGN	A137052	2659/89
ISRAEL	REGISTERED	Box Design & SCOTT	87392	87392
ISRAEL	REGISTERED	EMERSON & G-CLEF	80366	80366
ISRAEL	REGISTERED	EMERSON & G-CLEF	74121	74121
ISRAEL	REGISTERED	EMERSON & G-CLEF	80365	80365
ITALY	REGISTERED	EMERSON	723654	MI95C-00133
ITALY	REGISTERED	EMERSON	748976	MI96C-00357
ITALY	REGISTERED	EMERSON	723655	MI95C-00133
ITALY	REGISTERED	EMERSON	558305	498,76C/88
ITALY	REGISTERED	EMERSON & G-CLEF	748975	MI96C-00357
ITALY	REGISTERED	EMERSON & G-CLEF (OLD)	553690	250642
ITALY	REGISTERED	EMERSON & G-CLEF (OLD)	724883	MI95C-00275
ITALY	REGISTERED	EMERSON ELECTRONICS	723656	MI95C-00133
JAMAICA	REGISTERED	EMERSON & G-CLEF	B24647	16/073
JAMAICA	REGISTERED	EMERSON & G-CLEF	B24640	9/1054
JAMAICA	REGISTERED	EMERSON & G-CLEF	B24644	11/285
JAPAN	REGISTERED	EMERSON	4000858	59247-94
JAPAN	REGISTERED	EMERSON	3294374	59246-94

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JAPAN	REGISTERED	EMERSON & G-CLEF	4000116	59248-94
JAPAN	REGISTERED	EMERSON & G-CLEF	4201146	92600/96
JAPAN	REGISTERED	EMERSON & G-CLEF	2663773	117812/89
JAPAN	REGISTERED	EMERSON & G-CLEF (OLD)	1561354	51-26589/71
JAPAN	REGISTERED	EMERSON QUIET KOOL	1561355	26590/71
JAPAN	REGISTERED	H. H. SCOTT	4059687	9883/96
JORDAN	REGISTERED	EMERSON	27771	27771
JORDAN	REGISTERED	EMERSON	27778	27778
JORDAN	REGISTERED	EMERSON & G-CLEF	27777	27777
JORDAN	REGISTERED	EMERSON & G-CLEF	27774	27774
KAZAKHSTAN	REGISTERED	EMERSON	3039	1878
KAZAKHSTAN	REGISTERED	EMERSON & G-CLEF	1046	1670
KAZAKHSTAN	REGISTERED	EMERSON & G-CLEF (OLD)	1047	1671
KUWAIT	REGISTERED	EMER-GLO	33358	38310
KUWAIT	REGISTERED	EMERSON	22786	24729
KUWAIT	REGISTERED	EMERSON	22785	24728
KUWAIT	REGISTERED	EMERSON & G-CLEF	22815	24331
KUWAIT	REGISTERED	EMERSON & G-CLEF	33426	38311
KYRGYZ REPUBLIC	REGISTERED	EMERSON	3413	940782.3
KYRGYZ REPUBLIC	REGISTERED	EMERSON & G-CLEF	2359	2482-R
LATVIA	REGISTERED	EMERSON	M32779	M-93-4046
LATVIA	REGISTERED	EMERSON & G-CLEF	15490	M-93-4044
LATVIA	REGISTERED	EMERSON & G-CLEF (OLD)	15340	M-93-4045
LEBANON	REGISTERED	EMER-GLO	68030	95-01-18350
LEBANON	REGISTERED	EMERSON & G-CLEF	68031	95-01-18351
LESOTHO	REGISTERED	EMERSON	LS/M/93/0035 6	LSM/93/0035
LESOTHO	REGISTERED	EMERSON & G-CLEF	LSM93/00358	LSM93/00358

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LITHUANIA	REGISTERED	EMERSON	22413	ZP 6419
LITHUANIA	REGISTERED	EMERSON & G-CLEF	9920	RL 6415
LITHUANIA	REGISTERED	EMERSON & G-CLEF (OLD)	9056	RL 6416
MACAU	REGISTERED	EMERSON	11300	N/A
MALAYSIA	PENDING	EMERSON & G-CLEF		MA/6916/91
MALAYSIA	REGISTERED	EMERSON	MA/6914/91	MA/6914/91
MALAYSIA	REGISTERED	EMERSON & G-CLEF	91006917	MA/6917/91
MEXICO	PENDING	EMERSON & G-CLEF		531879
MEXICO	PENDING	EMERSON & G-CLEF		166527
MEXICO	PENDING	EMERSON & G-CLEF		166528
MEXICO	REGISTERED	ELECTROPHONIC	674527	445237
MEXICO	REGISTERED	ELECTROPHONIC	684393	445,239
MEXICO	REGISTERED	ELECTROPHONIC	701355	445236
MEXICO	REGISTERED	EMER-GLO	484967	218854
MEXICO	REGISTERED	EMERSON	506008	221,617
MEXICO	REGISTERED	EMERSON	591849	349706
MEXICO	REGISTERED	EMERSON	643718	387375
MEXICO	REGISTERED	EMERSON & G-CLEF	628282	387376
MEXICO	REGISTERED	EMERSON & G-CLEF	425212	41794
MEXICO	REGISTERED	EMERSON & G-CLEF	357871	41795
MEXICO	REGISTERED	EMERSON & G-CLEF	357872	41796
MEXICO	REGISTERED	EMERSON & G-CLEF	473955	166256
MEXICO	REGISTERED	EMERSON & G-CLEF	536439	221,616
MEXICO	REGISTERED	EMERSON & G-CLEF	512564	221,618
MEXICO	REGISTERED	EMERSON & G-CLEF	600395	349707
MEXICO	REGISTERED	EMERSON & G-CLEF	425392	41793
MEXICO	REGISTERED	EMERSON INTERACTIVE & G-CLEF LOGO	685684	443276

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MEXICO	REGISTERED	SMART MOUNT SERIES	556329	239,046
MOLDOVA	REGISTERED	EMERSON	2631	002195
MOLDOVA	REGISTERED	EMERSON & G-CLEF	1098	002196
MOLDOVA	REGISTERED	EMERSON & G-CLEF (OLD)	1099	002197
MOROCCO	REGISTERED	EMERSON	44,424	
MOROCCO	REGISTERED	EMERSON & G-CLEF	44,425	
MOROCCO	REGISTERED	EMERSON & G-CLEF (OLD)	42724	21168
NEW ZEALAND	REGISTERED	EMERSON	221480	221480
NEW ZEALAND	REGISTERED	EMERSON	221477	221477
NEW ZEALAND	REGISTERED	EMERSON & G-CLEF	221481	221481
NEW ZEALAND	REGISTERED	EMERSON & G-CLEF	221479	221479
NICARAGUA	REGISTERED	EMERSON	27333 C.C.	93-02915
NICARAGUA	REGISTERED	EMERSON	29496	93-02916
NICARAGUA	REGISTERED	EMERSON & G-CLEF	29492 C.C.	93-02914
NICARAGUA	REGISTERED	EMERSON & G-CLEF	29266 C.C.	93-02913
NORWAY	REGISTERED	EMER-GLO	182834	960630
NORWAY	REGISTERED	EMERSON	132.323	86.2207
OMAN	REGISTERED	EMERSON & G-CLEF	4292	4292
OMAN	REGISTERED	EMERSON & G-CLEF	4291	4,291
PAKISTAN	PENDING	EMERSON		120344
PAKISTAN	PENDING	EMERSON		120343
PAKISTAN	PENDING	EMERSON & G-CLEF		120341
PAKISTAN	REGISTERED	EMERSON & G-CLEF	120342	120342
PARAGUAY	REGISTERED	EMERSON	174348	9317484
PARAGUAY	REGISTERED	EMERSON	174347	9317483
PARAGUAY	REGISTERED	EMERSON & G-CLEF	173960	9317482
PARAGUAY	REGISTERED	EMERSON & G-CLEF	173959	9317481

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PERU	REGISTERED	EMERSON	0055811	056367
PERU	REGISTERED	EMERSON	047475	056366
PERU	REGISTERED	EMERSON & G-CLEF (OLD)	12307	58863
PERU	REGISTERED	EMERSON & G-CLEF	047212	056368
PERU	REGISTERED	EMERSON & G-CLEF	00058125	056369
PHILIPPINES	PENDING	EMERSON		2000-0009926
PHILIPPINES	PENDING	EMERSON & G-CLEF		4-2001000865
POLAND	REGISTERED	EMERSON	62655	Z.84585
POLAND	REGISTERED	G-CLEF DESIGN	62687	Z.84586
PORTUGAL	REGISTERED	EMERSON	293476	293476
PORTUGAL	REGISTERED	EMERSON	293477	293477
PUERTO RICO	REGISTERED	EMERSON RADIO AND TELEVISION & G-CLEF (SPIRAL)	4260	N/A
ROMANIA	REGISTERED	EMERSON	14604	16777
ROMANIA	REGISTERED	G-CLEF DESIGN	14888	16778
RUSSIA	REGISTERED	EMERSON	127526	93041899
RUSSIA	REGISTERED	EMERSON & G-CLEF	92933	106213
RUSSIA	REGISTERED	EMERSON & G-CLEF (OLD)	3044	N/A
SAINT LUCIA	REGISTERED	EMERSON	98/99	98/1999
SAINT LUCIA	REGISTERED	EMERSON	99/99	99/1999
SAINT LUCIA	REGISTERED	EMERSON & G-CLEF	97/99	97/1999
SAINT LUCIA	REGISTERED	EMERSON & G-CLEF	96/99	96/1999
SAUDI ARABIA	REGISTERED	EMER-GLO	386/79	31147
SAUDI ARABIA	REGISTERED	EMERSON	241/45	11,718
SAUDI ARABIA	REGISTERED	EMERSON & G-CLEF	241/46	11,720
SAUDI ARABIA	REGISTERED	EMERSON & G-CLEF	386/80	31148
SINGAPORE	REGISTERED	EMERSON & G-CLEF	6102/90	S/6102/90
SINGAPORE	REGISTERED	EMERSON & G-CLEF	B2173/92	S/2173/92

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SLOVAK REPUBLIC	PENDING	EMERSON		Poz-1385-99
SLOVAK REPUBLIC	PENDING	EMERSON & G-CLEF		Poz-1386-99
SLOVENIA	REGISTERED	EMERSON	8780295	Z8780295
SLOVENIA	REGISTERED	EMERSON & G-CLEF	9470330	Z 9470330
SLOVENIA	REGISTERED	G-CLEF DESIGN	8780294	Z 8780294
SOUTH AFRICA	REGISTERED	EMERSON	B93/1697	93/1697
SOUTH AFRICA	REGISTERED	EMERSON	B93/1698	B93/1698
SOUTH AFRICA	REGISTERED	EMERSON & G-CLEF	93/1699	93/1699
SOUTH AFRICA	REGISTERED	EMERSON & G-CLEF	93/1700	93/1700
SOUTH AFRICA	REGISTERED	EMERSON & G-CLEF (OLD)	697/45	N/A
SOUTH KOREA	REGISTERED	EMERSON & G-CLEF	167784	387/1990
SPAIN	PENDING	EMERSON		2425081
SPAIN	PENDING	EMERSON & G-CLEF		2425082
SPAIN	REGISTERED	EMERKOL	732,025	732,025
SPAIN	REGISTERED	EMERSON	798,466	798,466
SPAIN	REGISTERED	EMERSON	1.228.893	1.228.893
SPAIN	REGISTERED	EMERSON & G-CLEF	1,329,818	1,329,818
SPAIN	REGISTERED	EMERSON & G-CLEF	1,316,855	1,316,855
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,321	413,321
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,323	413,323
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	605,868	605,868
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,331	413,331
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,330	413,330
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,324	413,324
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,332	413,332
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,328	413,328
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,327	413,327

Country	Status	Mark	Reg #	App #
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,325	413,325
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,322	413,322
SPAIN	REGISTERED	EMERSON & G-CLEF (OLD)	413,329	413,329
SPAIN	REGISTERED	EMERSON QUIET KOOL	1141998	1141998
SPAIN	REGISTERED	G-CLEF	605,870	605,870
SPAIN	REGISTERED	G-CLEF	605,868	605,868
ST VINCENT	REGISTERED	EMERSON	129	N/A
ST VINCENT	REGISTERED	EMERSON & G-CLEF	131	
ST VINCENT	REGISTERED	EMERSON & G-CLEF	130	
ST VINCENT	REGISTERED	EMERSON & G-CLEF	132	
SURINAME	PENDING	EMERSON		NA
SURINAME	PENDING	EMERSON		n/a
SURINAME	PENDING	EMERSON & G-CLEF		N/A
SURINAME	PENDING	EMERSON & G-CLEF		NA
SWEDEN	REGISTERED	EMERSON & G-CLEF	251499	89-09838
SWEDEN	REGISTERED	EMERSON & G-CLEF (OLD)	204,614	85-9103
SWEDEN	REGISTERED	EMERSON & G-CLEF (OLD)	49549	15/38
SWITZERLAND	REGISTERED	EMERSON	366295	6023/88
SWITZERLAND	REGISTERED	EMERSON PHONORADIO	269814	N/A
SWITZERLAND	REGISTERED	G-CLEF DESIGN	366360	6022/88
TAIWAN	PENDING	EMERSON		89030095
TAIWAN	PENDING	EMERSON		89030094
TAIWAN	PENDING	EMERSON & G-CLEF		89029633
TAIWAN	PENDING	EMERSON & G-CLEF		89029632
TAIWAN	PENDING	EMERSON & G-CLEF		89008902
TAIWAN	REGISTERED	EMERSON	566659	80-20991
TAIWAN	REGISTERED	EMERSON	539337	80-20990

Country	Status	Mark	Reg #	App #
TAIWAN	REGISTERED	EMERSON	554764	80-20988
TAIWAN	REGISTERED	EMERSON & G-CLEF	453232	78001846
TAIWAN	REGISTERED	EMERSON & G-CLEF	471901	78001845
TAIWAN	REGISTERED	EMERSON & G-CLEF	446699	78001847
TAIWAN	REGISTERED	EMERSON & G-CLEF	936166	89008901
TAIWAN	REGISTERED	EMERSON & G-CLEF (OLD)	25402	N/A
TAIWAN	REGISTERED	EMERSON (in Chinese Characters)	623160	82021792
TAIWAN	REGISTERED	EMERSON (in Chinese Characters)	629750	82021790
TAIWAN	REGISTERED	EMERSON (in Chinese Characters)	676730	83039147
TAIWAN	REGISTERED	EMERSON (in Chinese Characters)	625092	82021789
TAIWAN	REGISTERED	EMERSON (in Chinese Characters)	629550	82021794
TAIWAN	REGISTERED	H. H. SCOTT	356125	7532954
TAIWAN	REGISTERED	SCOTT	356092	7532953
TAJIKISTAN	REGISTERED	EMERSON	2847	94002385
TAJIKISTAN	REGISTERED	EMERSON & G-CLEF	1590	94002386
THAILAND	REGISTERED	EMERSON & G-CLEF	TM45188	296862
TRINIDAD & TOBAGO	REGISTERED	EMERSON & G-CLEF (OLD)	B11713	N/A
TUNISIA	REGISTERED	EMERSON	EE 90.0156	N/A
TUNISIA	REGISTERED	EMERSON & G-CLEF	EE 90155	N/A
TURKEY	REGISTERED	EMERSON	89321	47728/85
TURKEY	REGISTERED	EMERSON & G-CLEF	89312	47727/85
TURKEY	REGISTERED	ETERSON	77103	N/A
TURKS AND CAICOS	REGISTERED	EMERSON	11481	N/A
TURKS AND CAICOS	REGISTERED	EMERSON & G-CLEF	11,483	N/A
TURKS AND CAICOS	REGISTERED	EMERSON & G-CLEF	11482	N/A
UKRAINE	REGISTERED	EMERSON	8158	93063047/T
UKRAINE	REGISTERED	EMERSON & G-CLEF	177	N/A

<u>Country</u>	<u>Status</u>	<u>Mark</u>	<u>Reg #</u>	<u>App #</u>
UKRAINE	REGISTERED	EMERSON & G-CLEF (OLD)	178	N/A
UNITED KINGDOM	PENDING	EMERSON		2220378
UNITED KINGDOM	PENDING	EMERSON & G-CLEF		2220382
UNITED KINGDOM	REGISTERED	EMERSON	642815	
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF	B1247410	1247410
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF	B1247409	1247409
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF	1247408	1247408
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF (OLD)	B634,651	634,651
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF (OLD)	745607	
UNITED KINGDOM	REGISTERED	EMERSON & G-CLEF (OLD)	580963	
UNITED STATES	ALLOWED	EMERSON & Design		75/642,404
UNITED STATES	ALLOWED	EMERSON & Design		75/862,026
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/982,511
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/485,615
UNITED STATES	ALLOWED	EMERSON & G-CLEF LOGO		75/773,377
UNITED STATES	ALLOWED	EMERSON and DESIGN		75/707,545
UNITED STATES	ALLOWED	MAGIC SET		76/060,611
UNITED STATES	PENDING	E-Z SET		76/041,341
UNITED STATES	PENDING	EMERSON & Design		74/588,034
UNITED STATES	PENDING	EMERSON & G CLEF LOGO		75/498,461
UNITED STATES	PENDING	EMERSON & G-CLEF DESIGN		76/290,727
UNITED STATES	PENDING	EMERSON & G-CLEF DESIGN		76/153,431
UNITED STATES	PENDING	EMERSON & G-GLEF LOGO		76/365,645
UNITED STATES	PENDING	EMERSON PROPHILE & G-CLEF LOGO		76/403,347
UNITED STATES	PENDING	GIRL POWER		76/260,759
UNITED STATES	PENDING	GIRLPOWER (STYLIZED)		76/268,087
UNITED STATES	PENDING	ON STAGE		76/385,350

<u>Country</u>	<u>Status</u>	<u>Mark</u>	<u>Reg #</u>	<u>App #</u>
UNITED STATES	PENDING	PROPHILE		76/378,495
UNITED STATES	PENDING	THE BUG		76/379,910
UNITED STATES	REGISTERED	COMFORT FONES	2,399,420	75/694,515
UNITED STATES	REGISTERED	CYBER SUROUND	2,429,405	75/761,359
UNITED STATES	REGISTERED	ELECTROPHONIC	2,043,919	74/236,951
UNITED STATES	REGISTERED	EMERSON	799,308	210,003
UNITED STATES	REGISTERED	EMERSON & Design	2,485,744	75/656,607
UNITED STATES	REGISTERED	EMERSON & Design	1,691,195	73/507,875
UNITED STATES	REGISTERED	EMERSON & Design	1,709,884	510,166
UNITED STATES	REGISTERED	EMERSON & G CLEF LOGO	2,224,476	74/592,995
UNITED STATES	REGISTERED	EMERSON & G-CLEF	527,505	560,611
UNITED STATES	REGISTERED	EMERSON & G-CLEF	409,629	462,749
UNITED STATES	REGISTERED	EMERSON & G-CLEF	855,479	281,385
UNITED STATES	REGISTERED	EMERSON & G-CLEF (SECURITY PRODUCTS)	2,099,985	74/716,822
UNITED STATES	REGISTERED	EMERSON (LOGO)	1,333,378	366,155
UNITED STATES	REGISTERED	EMERSON INTERACTIVE & G-CLEF LOGO	2,561,294	76/085,510
UNITED STATES	REGISTERED	EMERSON RESEARCH & Revised Clef Logo	2,488,,354	75/656,611
UNITED STATES	REGISTERED	EMERSON SELECT PROTECTION & Design	2,064,357	74/598,969
UNITED STATES	REGISTERED	ESP	1,496,176	692,511
UNITED STATES	REGISTERED	OMNI WAVE COOKING SYSTEM	2,548,024	75/821,491
UNITED STATES	REGISTERED	POP 'N SIZZLE	2,397,317	75/707,546
UNITED STATES	REGISTERED	SmartSet	2,363,000	75/487,574
URUGUAY	REGISTERED	EMERSON	279367	279.367
URUGUAY	REGISTERED	EMERSON & G-CLEF	279368	279.368
UZBEKISTAN	REGISTERED	EMERSON	3411	MBGU930061
UZBEKISTAN	REGISTERED	EMERSON & G-CLEF	1016	9301694
UZBEKISTAN	REGISTERED	EMERSON & G-CLEF (OLD)	1015	9301693.3

Country	Status	Mark	Reg #	App #
VENEZUELA	PENDING	EMERSON		17238/98
VENEZUELA	PENDING	EMERSON & G-CLEF		17239/98
VENEZUELA	REGISTERED	EMERSON	22426	1238
VENEZUELA	REGISTERED	EMERSON & G-CLEF (OLD)	16262	N/A
VIETNAM	REGISTERED	EMERSON	2859	3066
VIETNAM	REGISTERED	EMERSON & G-CLEF	2860	3067
YEMEN	REGISTERED	EMERSON & G-CLEF	1810	4423
YEMEN	REGISTERED	EMERSON & G-CLEF	1811	4424
YUGOSLAVIA	REGISTERED	EMERSON	32508	Z 295/87
YUGOSLAVIA	REGISTERED	G-CLEF DESIGN	32507	Z 294-87
ZIMBABWE (RHODESIA)	REGISTERED	EMERSON	190/93	190/93
ZIMBABWE (RHODESIA)	REGISTERED	EMERSON	191/93	191/93
ZIMBABWE (RHODESIA)	REGISTERED	EMERSON & G-CLEF	193/93	193/93
ZIMBABWE (RHODESIA)	REGISTERED	EMERSON & G-CLEF	192/93	192/93

Schedule B - Trademark License Rights

1. License Agreement dated as of January 1, 2002 by and between Emerson Radio Corp. and Alfa Technologies Ltd.
2. License Agreement dated as of January 1, 2000 by and between Emerson Radio Corp. and ATLM Taiwan Inc
3. License Agreement dated as of September 1, 1999 by and between Emerson Radio Corp. and Benji 26 Electronics
4. License Agreement dated as of April 1, 2002 by and between Emerson Radio Corp. and Cargil International Corp.
5. License Agreement dated as of January 1, 1999 by and between Emerson Radio Corp. and Eleco Spain 2000.
6. License Agreement dated as of January 1, 2001 by and between Emerson Radio Corp. and Funai Corporation
7. License Agreement dated as of January 29, 2002 by and between Emerson Radio Corp. and Lifetime Marketing, Inc.
8. License Agreement dated as of February 10, 2000 by and between Emerson Radio Corp. and One Diamond Electronics, Inc.
9. License Agreement dated as of August 20, 2001 by and between Emerson Radio Corp. and Online Electronic Co. Ltd.
10. License Agreement dated as of October 5, 1998 by and between Emerson Radio Corp. and Team Product
11. License Agreement dated as of January 1, 2002 by and between Emerson Radio Corp. and Telestand S.A.
12. Sourcing and Inspection Agreement dated as of March 1, 1998 by and between Emerson Radio Corp. and American Technology Corp.
13. Distribution Agreement dated as of April 1, 2002 by and between Emerson Radio Corp. and Sonigem Products
14. Sourcing Agreement by and between Emerson Radio Corp. and Red50

Schedule C - Licensed Trademarks

1. License Agreement dated as of January 1, 2002 by and between Emerson Radio Corp. and NASCAR
2. License Agreement dated as of July 2, 1999 by and between Emerson Radio Corp. and Sanrio Inc.
3. License Agreement to be entered into by Emerson Radio Corp. and Dualstar Consumer Products, LLC
4. License Agreement dated as of April 25, 1999 by and between Emerson Radio Corp. and Macrovision Corporation.
5. Settlement Agreement dated as of May 31, 2000 by and between Emerson Radio Corp. and Tanashi Denki Company, Ltd.
6. Trademark License Agreement dated as of August 10, 2001 by and between Emerson Radio Corp. and Digital Theater System

Schedule D - Patents

Owned Patents

<u>COUNTRY</u>	<u>SERIAL OR PATENT NO.</u>	<u>ISSUE OR FILING DATE</u>	<u>TITLE</u>	<u>STATUS</u>
U.S.A.	D 395,215	6/16/98	Bottle Opener	Issued
U.S.A.	09/161,536	9/28/98	Clock	Pending
U.S.A.	29/149,130	10/2/01	Protective Cage and Radio Combination	Pending
U.S.A.	29/153,474	11/29/01	Protective Cage and Radio Combination	Pending
U.S.A.	29/150,934	11/29/01	Protective Cage and Radio Combination	Pending
U.S.A.	29/150,935	11/29/01	Protective Cage and Radio Combination	Pending
Canada	99058	4/2/02	Protective Cage and Radio Combination	Pending
China	02305468.9	4/2/02	Protective Cage and Radio Combination	Pending
Germany	40203026.5	6/3/02	Protective Cage and Radio Combination	Issued
Spain	153,887	4/2/02	Protective Cage and Radio Combination	Pending
United Kingdom	3002651	4/2/02	Protective Cage and Radio Combination	Pending
Mexico	PA/f/02/000360	4/2/02	Protective Cage and Radio Combination	Pending
Portugal	30829	4/2/02	Protective Cage and Radio Combination	Pending
France			Protective Cage and Radio Combination	Mailed

Licensed Patents

NONE