

12-30-2002



102324503

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

1. Name of conveying party(ies):

AAMP of Florida, Inc.

12-30-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Florida
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 12/23/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as Agent

Internal Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

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

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

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

A. Trademark Application No.(s) See

B. Trademark Registration No.(s) See

Continuation of Item 4 attached hereto

Continuation of Item 4 attached hereto

Additional number(s) attached ☒ Yes ☐ No

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

Name: Linda R. Kastner

Internal Address: c/o Latham and Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda Kastner

Name of Person Signing

Signature

12/26/02

Date

Total number of pages including cover sheet, attachments, and document: 7

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

12/31/2002 6TOW11 00000071 2144410

01 FC:8521
02 FC:8522

40.00 DP
375.00 DP

TRADEMARK
REEL: 002639 FRAME: 0945

CONTINUATION OF ITEM 4

REGISTRATION NUMBERS

2144410
2107772
2388019
2153385
1830270
2615071
2005942
2127490
2436057
2096339
1673306
2560207

APPLICATION NUMBERS

76/363888
76/254662
76/363898
76/358485

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2002, by AAMP OF FLORIDA, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (but only to the extent that the grant of a security interest would not be prohibited by or be a breach of the terms of such Trademark License; provided, however, that (i) if such prohibition terminates or otherwise becomes unenforceable or (ii) if the grant of a security interest in such Trademark License ceases to be a breach, the Agent will be deemed to have, and at all times to have had, a continuing first

priority security interest in such Trademark License) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

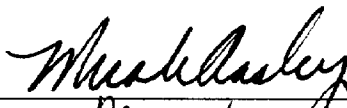
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that there is any conflict between the terms and conditions hereof, and the provisions of the Security Agreement, the terms and conditions of the Security Agreement shall prevail.

[signature page follows]

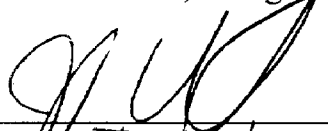
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AAMP OF FLORIDA, INC.

By: 
Name: Micah A. Ashley
Title: Pres / CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Joseph Catalano
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>TRADEMARKS</u>								
COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
Argentina	SOUND QUEST	Registered	1.730.689				Recoton assigned to AAMP	
Australia	STINGER (& design -fish logo)	Registered	762076	9/3/01	762076	5/13/98	AAMP	9
Brazil	SOUND QUEST (& Design)	Applied			819993050		Recoton assigned to AAMP	Brazilian 7.6
Canada	SOUND QUEST (& design)	Registered	TMA468295				Recoton assigned to AAMP	9, 17, 24
Chile	SOUND QUEST	Registered	527854				Recoton assigned to AAMP	
China	STINGER	Applied			3228277	7/1/02	Recoton assigned to AAMP	9
European Community	STINGER	Registered	979.393	12/15/00	979.393	11/6/98	AAMP	9
European Community	STINGER (& Design) [fish]	Registered	827.634	4/17/00		5/19/98	AAMP	9
France	SOUND QUEST (& Design)	Registered	94548078				Recoton assigned to AAMP	
Germany	SOUND QUEST (& Design)	Registered	39508378.8				Recoton assigned to AAMP	
Germany	STINGER	Registered	39760161.1	10/15/98		12/16/97	AAMP	9
Italy	SOUND QUEST (& Design)	Registered	725168				Recoton assigned to AAMP	
Japan	SOUND QUEST (& Design)	Registered	4345693				Recoton assigned to AAMP	9
Mexico	SOUND QUEST (& Design)	Registered	501608				Recoton assigned to AAMP	
Mexico	STINGER	Applied			508162	9/21/01	Recoton assigned to AAMP	9

TRADEMARKS

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
Taiwan	STINGER	Applied			91016039	4/25/02	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	652573	8/16/94		12/1/93	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	646538	6/16/94		12/1/93	Recoton assigned to AAMP	9
United Kingdom	SOUND QUEST (& Design)	Registered	2008696				Recoton assigned to AAMP	9
US	AAMP	Applied - ITU			76/363888	1/26/02	AAMP	8
US	AAMP OF AMERICA (stylized)	Applied - USE			76/254662	5/8/01	AAMP	9
US	AAMP.	Applied - USE			76/363898	1/26/02	AAMP	12
US	AMPERSAND (& Design)	Registered	2144410	3/17/98	75/233810	1/30/97	Recoton assigned to AAMP	9
US	CLEAR PATH	Registered	2107772	10/21/97	75/045334	1/19/96	AAMP	9
US	OCEAN ELECTRONICS	Registered	2388019	9/19/00	75/047810	1/24/96	AAMP	9
US	PERIPHERAL	Registered	2153385	4/28/98	75/155650	8/26/96	AAMP	9
US	ROADKILL	Registered	1830270	4/12/94	74/385196	4/22/93	AAMP	12
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP	9
US	SOUND QUEST (& Design)	Registered	2005942	10/8/96	74/723780	9/1/95	Recoton assigned to AAMP	9, 17
US	STINGER	Registered	2127490	1/6/98	75/976423	2/14/96	AAMP	27
US	STINGER.	Registered	2436057	3/20/01	75/057862	2/14/96	AAMP	9
US	STINGER.. (stylized Design)	Registered	2096339	9/16/97	74/667840	5/1/95	AAMP	7
US	STINGER... (stylized)	Registered	1673306	1/28/92	74/123778	12/17/90	AAMP	9
US	STINGER STREET LIGHTS	Applied			76/358485	1/9/02	Recoton assigned to AAMP	9
US	THE WALL	Registered	2560207	4/9/02	76/088525	7/14/00	AAMP	12
US	AAMP OF AMERICA	Registered - STATE of FLORIDA	T941299-Florida	10/3/94			AAMP	42