

01-09-2003

U.S. Department of Commerce
Patent and Trademark Office

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FEET

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102332955

To the Honorable Commissioner of Patents and Trademarks, Washington, DC 20514, the attached original documents or copy thereof.

1. Name of conveying party(ies):

Heller Financial, Inc.

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

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

2003 JAN -3 AM 9:30
FINANCE SECTION

1-3-03

2. Name and Address of receiving party(ies):

Recoton Corporation (a New York corp), Interact Accessories, Inc. (a Delaware corp), Recoton Audio Corporation (a Delaware corp), AAMP of Florida Inc (a Florida corp), Recoton Accessories, Inc. (a California corp), Recoton Home Audio, Inc. (a California corp) and Recoton Mobile Electronics, Inc. (a Delaware corp)

Address: c/o Recoton Corporation
2950 Lake Emma Road
Lake Mary, FL 32746

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other - Release of Security Agreement

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporations (see above for States of incorporation)
- 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

Execution Date: December 24, 2002

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

A. Trademark Application No.(s) See attached schedule

B. Trademark Registration No.(s) See attached schedule

Additional numbers attached? Yes No

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

Bradley Silver
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800

6. Total number of applications and registrations involved: 16

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

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No.

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

01/08/2003 DBYRNE 00000178 76363898

01 FC:4521 49.00 OP
02 FC:4522 375.00 OP

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.

Matthew Cohen
Name of Person Signing

[Signature]
Signature

1/8/03
Date

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

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 002645 FRAME: 0254

SCHEDULE TO TRADEMARK RECORDATION COVER SHEET

Pending Applications

Mark	App. No.
AAMP	76/363898
AAMP	76/363888
AAMP	76/254662
STINGER STREET LIGHTS	76/358485

Registrations

Mark	Reg. No.
CLEAR PATH	2107772
OCEAN ELECTRONICS	2388019
STINGER	2127490
STINGER	2436057
STINGER (Stylized)	2096339
STINGER (Stylized)	1673306
THE WALL	2560207
PERIPHERAL	2153385
ROADKILL	1830270
S and Design	2615071
SOUND QUEST	2005942
AMPERSAND	2144410

RELEASE OF SECURITY INTEREST
(TRADEMARK)

This RELEASE OF SECURITY INTEREST (TRADEMARK) (this "Release") is granted on December 23, 2002 by HELLER FINANCIAL, INC., a Delaware corporation located at 500 West Monroe, Chicago, Illinois 60661, ("Assignor") as Senior Agent on behalf of the Agents, Senior Lenders, Subordinated Agent and subordinated Creditors, all as defined in the Security Agreement dated October 31, 2000 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement") between Assignor and, among others, RECOTON CORPORATION, a New York corporation, located at 2950 Lake Emma Road, Lake Mary, Florida 32746, INTERACT ACCESSORIES, INC., a Delaware corporation, RECOTON AUDIO CORPORATION, a Delaware corporation ("Recoton"), AAMP of FLORIDA, INC., a Florida corporation ("AAMP"), RECOTON HOME AUDIO, INC., a California corporation, RECOTON ACCESSORIES, INC., a Delaware corporation and RECOTON MOBILE ELECTRONICS, INC., a Delaware corporation (collectively, "Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into the Security Agreement and a Trademark Security Agreement, dated as of October 31, 2000, the latter of which was recorded in the U.S. Patent and Trademark Office at Reel 002213/Frame 0615 (together, the "Agreements");

WHEREAS, pursuant to the Agreements, Assignee granted, conveyed, assigned, and pledged to Assignor as Senior Agent on behalf of the Agents, Senior Lenders, Subordinated Agent, and Subordinated Creditors, a continuing security interest, lien and mortgage in and to all rights, title, and interest in, among other collateral, those certain trademarks and trademark applications listed on Schedule A hereto (the "AAMP Trademarks"), all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of the AAMP Trademarks, all rights corresponding to the AAMP Trademarks throughout the world, and all proceeds of the AAMP Trademarks including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and the right to sue for past infringements of the AAMP Trademarks, together with the proceeds and products of the AAMP Trademarks (collectively, the "AAMP Trademarks Collateral") to secure the payment, and performance of the Secured Obligations, as defined in the Agreements (the "Security Interest");

WHEREAS, Recoton and AAMP have informed the Senior Agent that they desire to enter into a Stock Purchase Agreement with ICV AAMP Holdings, Inc. ("ICV") dated as of December 23, 2002 (the "AAMP/ICV Sale Agreement"), pursuant to which Recoton would sell all of the issued and outstanding shares of capital stock of AAMP to ICV (such sale, substantially in accordance with the AAMP/ICV Sale Agreement, is hereinafter referred to as the "AAMP/ICV Sale");

WHEREAS, on the "Closing Date", as defined in the AAMP/ICV Sale Agreement, Recoton expects to receive initial proceeds from the AAMP/ICV Sale, net of all (i) commissions and other reasonable and customary transaction costs, fees and expenses properly attributable to such transaction and payable by Recoton in connection therewith, (ii) transfer

taxes, (iii) amounts payable to holders of senior liens (other than those of Assignor), if any, and (iv) an appropriate reserve for income taxes in accordance with GAAP in connection therewith, in excess of \$28,000,000 (such proceeds, net of the items described in clauses (i)-(iv), being hereafter referred to as the "Initial AAMP Net Proceeds");

WHEREAS, Section 2.2(k) of the AAMP/ICV Sale Agreement makes as a condition precedent to the closing of AAMP/ICV Sale the release of liens on the property of AAMP;

WHEREAS, Assignee requests that Assignor release its Security Interest in the AAMP Trademarks Collateral; and

WHEREAS, Assignor, expressly conditioned upon its receipt in immediately available funds of all of the Initial AAMP Net Proceeds, which shall not be less than \$28,000,000, desires to release its Security Interest in the AAMP Trademarks Collateral except for (i) all proceeds of the AAMP/ICV Sale, including, without limitation, the Initial AAMP Net Proceeds and any subsequent proceeds, (ii) all of Recoton's and its Subsidiaries' claims, rights and interests in, to and under the AAMP/ICV Sale Agreement, and (iii) all property of Assignee expressly described in the AAMP/ICV Sale Agreement as not required to be released in connection with the AAMP/ICV Sale (the AAMP Trademarks Collateral excluding such excepted property being the "Released Collateral").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and expressly conditioned upon Assignor's receipt of all of the Initial AAMP Net Proceeds, which shall not be less than \$28,000,000 (which condition shall be deemed satisfied upon the filing hereof with the U.S. Patent and Trademark Office), Assignor hereby releases its Security Interest in and to the Released Collateral, and reassigns any and all right, title and interest in the Released Collateral to Assignee. The release and reassignment of the Security Interest in the Released Collateral shall not affect the Security Interest in any and all other collateral, including, but not limited to, other Trademarks (as defined in the Agreements), which Security Interest shall continue in full force and effect. Assignor shall, at Assignee's reasonable request, take all further actions, and provide to Assignee, its successors and assigns or other legal representatives, all such cooperation and assistance (including, without limitation the execution and delivery of any and all documents or other instruments), requested by Assignee to more fully and effectively effectuate the purposes of this Release.

* * *

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST (TRADEMARK) to be duly executed by its duly authorized officer as of this 24th day of December, 2002.

HELLER FINANCIAL, INC., as Senior Agent

By: 

Name: Hugh E. Wilder

Title: Senior Vice President

*Signature Page to AAMP
Release of Security Interest (Trademark)*

**TRADEMARK
REEL: 002645 FRAME: 0258**

SCHEDULE A

AAMP TRADEMARKS

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
Argentina	SOUND QUEST	Registered	1.730.689				Recoton assigned to AAMP 11/13/02	
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 11/13/02	Brazilian 7.6
Canada	SOUND QUEST (& design)	Registered	TMA468295				Recoton assigned to AAMP 11/13/02	9, 17, 24
Chile	SOUND QUEST	Registered	527854				Recoton assigned to AAMP 11/13/02	
China	STINGER	Applied			3228277	7/1/02	Recoton assigned to AAMP 11/13/02	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 11/13/02	
Germany	SOUND QUEST (& Design)	Registered	39508378.8				Recoton assigned to AAMP 11/13/02	
Germany	STINGER	Registered	39760161.1	10/15/98		12/16/97	AAMP	9
Italy	SOUND QUEST (& Design)	Registered	725168				Recoton assigned to AAMP	

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
							11/13/02	
Japan	SOUND QUEST (& Design)	Registered	4345693				Recoton assigned to AAMP 11/13/02	9
Mexico	SOUND QUEST (& Design)	Registered	501608				Recoton assigned to AAMP 11/13/02	
Mexico	STINGER	Applied			508162	9/21/01	Recoton assigned to AAMP 11/13/02	9
Taiwan	STINGER	Applied			91016039	4/25/02	Recoton assigned to AAMP 11/13/02	9
Taiwan	STINGER	Registered	652573	8/16/94		12/1/93	Recoton assigned to AAMP 11/13/02	9
Taiwan	STINGER	Registered	646538	6/16/94		12/1/93	Recoton assigned to AAMP 11/13/02	9
United Kingdom	SOUND QUEST (& Design)	Registered	2008696				Recoton assigned to AAMP 11/13/02	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 11/13/02	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

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP 11/13/02	9
US	SOUND QUEST (& Design)	Registered	2005942	10/8/96	74/723780	9/1/95	Recoton assigned to AAMP 11/13/02	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 11/13/02	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