

03-21-2003



102396220

Tab settings

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

1. Name of conveying party(ies): 3-3-03  
**Heller Financial, Inc.**

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

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

2. Name and address of receiving party(ies):  
Name: InterAct Accessories, Inc.

Internal Address: \_\_\_\_\_  
Street Address: 2950 Lake Emma Road  
City: Lake Mary State: Florida Zip: 32746

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

Finance Section  
MAR -3 PM 12:02  
OFFICE OF PUBLIC RECORDS

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 Release of Security Interest

Execution Date: January 21, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<u>2,191,419</u>	<u>2,335,012</u>	<u>2,203,092</u>
<u>2,337,520</u>	<u>2,238,027</u>	<u>2,394,958</u>
<u>2,579,238</u>	<u>2,302,938</u>	<u>2,439,345</u>
<u>2,582,776</u>	<u>2,462,436</u>	<u>2,592,075</u>

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ms. Patricia A. Conner  
Internal Address: Latham & Watkins LLP  
Street Address: 650 Town Center Drive, Suite 2000  
City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
500524

(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.*

Julie L. Dalke      Julie L. Dalke      February 28, 2003  
Name of Person Signing      Signature      Date

03/20/2003 EDOOPER 00000240 2191419 Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521 40.00 DP Mail documents to be recorded with required cover sheet information to:  
02 FC:8528 275.00 DP Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**RELEASE OF SECURITY INTEREST**  
**(TRADEMARK)**

This RELEASE OF SECURITY INTEREST (TRADEMARK) (this "Release") is granted on January 21, 2003 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 ("InterAct"), RECOTON AUDIO CORPORATION, a Delaware corporation ("Recoton"), 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 "GameShark Trademarks"), all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of the GameShark Trademarks, all rights corresponding to the GameShark Trademarks throughout the world, and all proceeds of the GameShark Trademarks including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and the right to sue for past infringements of the GameShark Trademarks, together with the proceeds and products of the GameShark Trademarks (collectively, the "GameShark Trademarks Collateral") to secure the payment, and performance of the Secured Obligations, as defined in the Agreements (the "Security Interest");

WHEREAS, Recoton and InterAct have informed the Senior Agent that they desire to enter into a Letter Agreement with Mad Catz, Inc. ("Mad Catz") dated as of January 21, 2003 (the "Mad Catz Sale Agreement"), pursuant to which InterAct would sell certain of the assets of its GameShark brand, including, without limitation, the GameShark Trademarks, to Mad Catz (such sale, substantially in accordance with the Mad Catz Sale Agreement, is hereinafter referred to as the "Mad Catz Sale");

WHEREAS, on the "Closing Date", as defined in the Mad Catz Sale Agreement, InterAct expects to receive initial proceeds from the Mad Catz 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, equal to \$4,615,000 (such proceeds, net of the items described in clauses (i)-(iv), being hereafter referred to as the "Initial GameShark Net Proceeds");

WHEREAS, in conjunction with the Mad Catz Sale, Assignee requests that Assignor release its Security Interest in the GameShark Trademarks Collateral; and

WHEREAS, Assignor, expressly conditioned upon its receipt in immediately available funds of all of the Initial GameShark Net Proceeds, which shall not be less than \$4,615,000, desires to release its Security Interest in the GameShark Trademarks Collateral except for (i) all proceeds of the Mad Catz Sale, including, without limitation, the Initial GameShark Net Proceeds and any subsequent proceeds, (ii) all of Recoton's and its Subsidiaries' claims, rights and interests in, to and under the Mad Catz Sale Agreement, and (iii) all property of Assignee expressly described in the Mad Catz Sale Agreement as not required to be released in connection with the Mad Catz Sale (the GameShark 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 GameShark Net Proceeds, which shall not be less than \$4,615,000, Assignor hereby releases its Security Interest in and to the Released Collateral in countries throughout the world, 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.

\* \* \*

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST (TRADEMARK) to be duly executed by its duly authorized officer as of this 21st day of January, 2003.

HELLER FINANCIAL, INC., as Senior Agent

By: 

Name: Hugh E. Wilder

Title: Senior Vice President

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

**TRADEMARK  
REEL: 002697 FRAME: 0056**

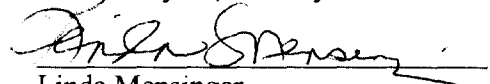
**LATHAM & WATKINS** LLP

Boston	New Jersey
Brussels	New York
Chicago	Northern Virginia
Frankfurt	Orange County
Hamburg	Paris
Hong Kong	San Diego
London	San Francisco
Los Angeles	Silicon Valley
Milan	Singapore
Moscow	Tokyo
	Washington, D.C.

February 28, 2003

File No. 035179-0001

**CERTIFICATE OF MAILING:** I hereby certify that the below listed correspondence and documents are addressed to the Assistant Commissioner of Trademarks, BOX ASSIGNMENTS - FEE, 2900 Crystal Drive, Arlington, Virginia, 22202-3513, and are being deposited with the United States Postal Service via Express Mail No.: EL 706410087 US on February 28, 2003 by:



Linda Mensinger

**VIA EXPRESS MAIL**

Assistant Commissioner of Trademarks  
BOX ASSIGNMENTS - FEE  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Re: Release of Security Interest—12 Registrations  
Conveying Party: Heller Financial, Inc.  
Receiving Party: InterAct Accessories, Inc.

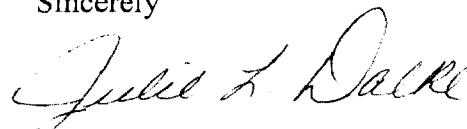
Dear Sir or Madam:

Enclosed for recordation with the U.S. Patent & Trademark office are the following documents:

1. Trademark Recordation Form Cover Sheet in one (1) page;
2. Release of Security Agreement;
3. A stamped, self addressed postcard to acknowledge receipt; and
4. A check for \$315 to cover the filing fee.

Should you have any questions regarding the enclosed assignment, please call me at (714) 755-8072.

Sincerely



Julie L. Dalke  
of LATHAM & WATKINS LLP

Enclosures

cc: Patty Conner  
Karen Miyakawa, Docketing Department

