

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		07/08/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Recoton Corporation
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: NEW YORK

Name:	Interact Accessories, Inc.
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

Name:	Recoton Audio Corporation
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

Name:	Recoton Home Audio, Inc.
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: CALIFORNIA

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Name:	Recoton Accessories, Inc.
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number
Registration Number:	2622157
Registration Number:	1506971
Registration Number:	2459419
Registration Number:	2312187
Registration Number:	2518081
Registration Number:	2549775
Registration Number:	2304131
Registration Number:	2185236
Registration Number:	1064373
Registration Number:	1063779
Registration Number:	1976621
Registration Number:	1083302
Registration Number:	2111549
Registration Number:	632607
Registration Number:	2622216
Registration Number:	2140654
Registration Number:	2674060
Registration Number:	2085282
Registration Number:	2107821
Registration Number:	2126526
Registration Number:	2153300
Registration Number:	427895
Registration Number:	1778708
Registration Number:	2627921
Registration Number:	2558737
Registration Number:	1008947

Registration Number:	2628164
Registration Number:	1430911
Registration Number:	927195
Registration Number:	2617696
Registration Number:	1126365
Registration Number:	1922837
Registration Number:	501769
Registration Number:	1246955
Registration Number:	2699707
Registration Number:	1717646
Registration Number:	1711294
Serial Number:	76363889
Serial Number:	76242864
Serial Number:	76417545

CORRESPONDENCE DATA

Fax Number: (516)802-7008
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 516-802-7007
Email: rlevy@levystopol.com
Correspondent Name: Robert S. Levy
Address Line 1: East Tower, 14th Floor, 190 EAB Plaza
Address Line 4: Uniondale, NEW YORK 11788

NAME OF SUBMITTER:	Mary Ann Schroder
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Total Attachments: 6
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RELEASE OF SECURITY INTEREST
(PATENT, TRADEMARK, COPYRIGHT)

This RELEASE OF SECURITY INTEREST (PATENT, TRADEMARK, COPYRIGHT) (this "Release") is granted on July 8, 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, ("Recoton"), INTERACT ACCESSORIES, INC., a Delaware corporation ("InterAct"), RECOTON AUDIO CORPORATION, a Delaware corporation ("Recoton Audio"), RECOTON HOME AUDIO, INC., a California corporation ("RHAI"), RECOTON ACCESSORIES, INC., a Delaware corporation ("Accessories") (collectively, "Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into a Patent Security Agreement, dated as of October 31, 2000 (the "PSA"), which was recorded in the U.S. Patent and Trademark Office at Reel 011410/Frame 0372;

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

WHEREAS, Assignee and Assignor entered into a Copyright Security Agreement, dated as of October 31, 2000 (the "CSA"), and together with the Security Agreement, the PSA and the TSA, 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, certain of those patents listed on Schedule A hereto (the "JAX Patents"), certain of those trademarks and trademark applications listed on Schedule B hereto (the "JAX Trademarks") and certain of those copyrights listed on Schedule C hereto (the "JAX Copyrights", and together with the JAX Patents and the JAX Trademarks, the "JAX Intellectual Property") all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of the JAX Intellectual Property, all rights corresponding to the JAX Intellectual Property throughout the world, and all proceeds of the JAX Intellectual Property including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and the right to sue for past infringements of the JAX Intellectual Property, together with the proceeds and products of the JAX Intellectual Property (collectively, the "JAX IP Collateral") to secure the payment, and performance of the Secured Obligations, as defined in the Agreements (the "Security Interest");

WHEREAS, Recoton, Recoton Audio, RHAI, RECOTON MOBILE ELECTRONICS, INC., a Delaware corporation, RECOTON INTERNATIONAL HOLDINGS, INC., a Delaware corporation and RECOTON CANADA LTD., an Ontario corporation (the "Audio Sellers") have informed the Senior Agent that they have entered into that certain First Amended and Restated Asset Purchase Agreement with JAX Assets Corp. ("JAX") and Audiovox Corporation dated as of June 2, 2003 (the "JAX/Audiovox Sale Agreement"), pursuant to which Audio Sellers have agreed to sell certain of their assets, including, without limitation, the JAX Intellectual Property, to JAX (such sale, substantially in accordance with the JAX/Audiovox Sale Agreement, is hereinafter referred to as the "JAX/Audiovox Sale");

WHEREAS, on the "Closing Date", as defined in the JAX/Audiovox Sale Agreement, Audio Sellers expect to receive initial proceeds from the JAX/Audiovox 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 \$35,000,000 (such proceeds, net of the items described in clauses (i)-(iv), being hereafter referred to as the "Initial JAX Net Proceeds");

WHEREAS, in conjunction with the JAX/Audiovox Sale, Assignee requests that Assignor release its Security Interest (as defined below) in the JAX IP Collateral; and

WHEREAS, Assignor, desires to release its Security Interest in the JAX IP Collateral except for (i) all proceeds of the JAX/Audiovox Sale, including, without limitation, the Initial JAX Net Proceeds and any subsequent proceeds, (ii) all of Recoton's and its Subsidiaries' claims, rights and interests in, to and under the JAX/Audiovox Sale Agreement, and (iii) all property of Assignee expressly described in the JAX/Audiovox Sale Agreement as not being sold as part of the JAX/Audiovox Sale (the JAX IP Collateral excluding such excepted property being the "Released Collateral").

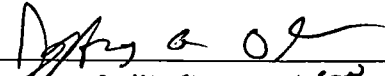
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases and terminates all liens, security interests and all right, title and interest (collectively, "Security Interest") in and to the Released Collateral granted, pledge, conveyed, transferred and set over to Assignor pursuant to the Agreements and any and all security agreements, pledges, or other documents creating any Security Interest and entered into in connection with the obligations secured pursuant to the Agreements (such security agreements, pledge agreements and other documents, collectively being, the "Loan Documents"), and reassigns any and all right, title and interest in the Released Collateral to Assignee. The release, termination and reassignment of the Security Interest in and to the Released Collateral shall not affect the Security Interest of Assignor in any and all other collateral, which Security Interest shall continue in full force and effect. Assignor hereby waives notice of prepayment, termination or any other notice required pursuant to the Loan Documents. Upon execution and delivery of this Release, Recoton Japan, Recoton German Holdings GmbH and Recoton Italia S.r.l. will cease to be a parties to the Loan Documents to which they are presently parties and all of their rights and obligations under such Loan Documents shall be terminated and all references to Recoton Japan, Recoton German Holdings GmbH or Recoton Italia S.r.l. in such Loan Documents shall be deemed deleted and shall have no meaning or

effect. Assignor hereby agrees to authorize, execute and deliver to JAX (or such other person as is designated thereby) each other instrument, notice, release or certificate as JAX may reasonably request to more fully effectuate the release and termination of Security Interests in the Released Collateral.

* * *

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed
by its duly authorized officer as of the date first written above

HELLER FINANCIAL, INC., as Senior Agent

By: 
Name: JEFFREY R. OLSON
Title: V.P.

JAX Trademarks

Mark	Assignor	Application No.	Registration No.	[Status]	Intl Class
ADVANCED ACOUSTIC ACCURACY	Recoton Audio Corporation	76/210,005	2,622,157	Registered	9
AMERICAN CLASSICS	Recoton Audio Corporation	73/716,357	1,506,971	Registered	9
ATS & Design	Recoton Audio Corporation	75/902,372	2,459,419	Registered	9
CONVERGENCE	Recoton Audio Corporation	75/251,168	2,312,187	Registered	9
INTELLICAR	Recoton Audio Corporation	75/691,704	2,518,081	Registered	9
LINEAR RESEARCH	Recoton Audio Corporation	76/225,066	2,549,775	Registered	9
MARBL	Recoton Audio Corporation	75/583,887	2,304,131	Registered	9
MISC. DESIGN (Handprint)	Recoton Audio Corporation	74/703,661	2,185,236	Registered	9
PHASE LINEAR	Recoton Audio Corporation	73/098,310	1,064,373	Registered	9
PHASE LINEAR (Stylized)	Recoton Audio Corporation	73/098,309	1,063,779	Registered	9
POWERED PARTNERS	Recoton Corporation	74/689,669	1,976,621	Registered	9
QUADRAX	Recoton Audio Corporation	73/129,832	1,083,302	Registered	9
STELLAR	Recoton Audio Corporation	74/711,156	2,111,549	Registered	9
TRIAX	Recoton Corporation	71/698,617	632,607	Registered	9
WHAT WOULD THE WORLD SOUND LIKE WITHOUT US?	Recoton Audio Corporation	76/257,297	2,622,216	Registered	9
WHATTAYADEAF?	Recoton Audio Corporation	75/241,487	2,140,654	Registered	9
IF IT'S TOO LOUD, YOU'RE TOO OLD	Recoton Audio Corporation	76/243,593	2,674,060	Registered	9
EPOCH	International Jensen Inc.	74/711,455	2,085,282	Registered	9
CRANKCASE	International Jensen Inc.	75/062,207	2,107,821	Registered	9
FUTURA	International Jensen Inc.	74/711,155	2,126,526	Registered	9
NITRO SERIES	Recoton Audio Corp.	75/042,529	2,153,300	Registered	9
ROLA (Stylized)	International Jensen Inc.	71/505,924	427,895	Registered	9

SPE Trademarks (U.S.)

Mark Name	Country Name	Registration No.	Application No.	Owner	Status	Class
ACOUSTIC RESEARCH (Stylized)	United States	1,778,708	73/619,479			9
ACOUSTIC RESEARCH	United States	2,627,921	76/278,716			9
ADVENT	United States		76/363,889			9
ADVENT	United States	2,558,737	76/278,714			9
ADVENT	United States	1,008,947	72/458,842			9
AR (Stylized)	United States	2,628,164	76/338,550			9
AR (Stylized)	United States	1,430,911	73/569,527			9
AR	United States	927,195	72/325,940			9
AR	United States	2,617,696	76/278,717			9
JENSEN	United States		76/242,864			9
JENSEN	United States	1,126,365	73/172,605			9
JENSEN	United States	1,922,837	74/242,473			9
JENSEN	United States	501,769	71/527,518			9
JENSEN CONCERT SERIES (abandoned)	United States	1,246,955	73/378,456			9
ROAD GEAR (Stylized)	United States	2,699,707	76/338,540			9
LINX	United States		76/417,545	Recoton Audio Corp.	Applied	9
ROAD GEAR	United States	1,717,646	74/151,318			9
ROAD GEAR (and Design)	United States	1,711,294	74/151,317			9