

11-25-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

MONSTER, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company - Nevada

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

3. Nature of conveyance:

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

Execution Date: SEPTEMBER 30, 2003

2. Name and address of receiving party(ies)

Name: Comerica Bank

Internal Address: 275 Battery Street

Street Address: Suite 1100

City: San Francisco State: CA Zip: 94111

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Michigan
☐ 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) Please refer to attached Exhibit A

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Buchalter, Nemer, Fields & Younger

Internal Address: c/o Neil J. Rubenstein, Esq.

Street Address: 333 Market Street
25th Floor

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Neil J. Rubenstein

Name of Person Signing

 Signature

November 19, 2003

Date

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

6

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

01 FC:0521
02 FC:052240.00 OP
75.00 OPTRADEMARK
REEL: 002868 FRAME: 0944

EXHIBIT A

Trademark	Application No.	File Date
Action Chair	<u>78/237,405</u>	4/14/2003
Action Furniture	78/237,414	4/14/2003
Monster Powercell	78/229,327	3/24/2003
Action Couch	78/283,303	8/5/2003

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monster, LLC, a Nevada limited liability company ("Pledgor"), with its principal place of business located at 7251 West Lake Mead Blvd., Suite 342, Las Vegas, Nevada 89128, hereby grants to Comerica Bank, as Agent for Lenders ("Agent"), with an office at 275 Battery Street, Suite 1100, San Francisco, California 94111, a security interest in the following:

(a) All of Pledgor's right, title and interest in and to the trademarks set forth on Schedule A hereto, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks (collectively referred to as "Trademarks");

(b) All of Pledgor's right, title and interest in and to the patents, patent applications and like protections set forth on Schedule A hereto, including without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively referred to as "Patents");

(c) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights set forth above;

(d) All licenses or other rights to use of the Patents and Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, renewals and extensions of any of the Trademarks or Patents; and

(f) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement is made to secure prompt payment of any and all Obligations and in order to secure prompt performance by Monster Cable Products, Inc. and Pledgor of each of its covenants and duties under the Loan and Security Agreement, dated November 22, 2000, among Monster Cable Products, Inc., Imperial Bank, and Bank One, Arizona, NA, as amended, modified and restated (the "Loan and Security Agreement"). This Agreement has been granted in conjunction with the security interest granted to Agent in the Loan and Security Agreement. The rights and remedies of Agent with respect to the security interest granted herein, and the obligations of Pledgor, are without prejudice to, and are in addition to, those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan and Security Agreement. In the event that any provisions of this Agreement conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of September 30, 2003.

MONSTER, LLC,

a Nevada Limited Liability Company

By: 

Noel Lee, Member and Manager

COMERICA BANK, as Agent

By: _____

Tim Myers, Vice President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of September 30, 2003.

MONSTER, LLC,

a Nevada Limited Liability Company

By: _____
Noel Lee, Member and Manager

COMERICA BANK, as Agent

By: _____
Tim Myers, Vice President - WESTERN DIVISION

SCHEDULE A

PATENTS	COUNTRY	TYPE	APPL. NO.	FILE DATE	OWNER	TITLE
MONP205	USA	Design	29/173,983	1/8/2003	Monster Power, LLC	Housing for Electronic Equipment Components (3 Embodiments)
MONP206	USA	Design	29/173,956	1/8/2003	Monster Power, LLC	Power Center (2 Embodiments)
MONP206	China	Design			Monster Power, LLC	Power Center (2 Embodiments)
MONP206	Taiwan	Design			Monster Power, LLC	Power Center (2 Embodiments)
MONP206	EDC	Design			Monster Power, LLC	Power Center (2 Embodiments)
MONP201	USA	Design	29/172,541	12/13/2002	Monster, LLC	AA/AAA Multi-Power Cell Display Package, Four Embodiments
MONP202	USA	Design	29/172,537	12/13/2002	Monster, LLC	9 Volt Multi-Power Cell Display Package
MONP203	USA	Design	29/172,626	12/13/2002	Monster, LLC	C/D Multi-Power Cell Display Package, Two Embodiments
MONP203	Taiwan	Design			Monster, LLC	C/D Multi-Power Cell Display Package, Two Embodiments
MONP203	Hong Kong	Design			Monster, LLC	C/D Multi-Power Cell Display Package, Two Embodiments
MONP203	China	Design			Monster, LLC	C/D Multi-Power Cell Display Package, Two Embodiments
MONP210	USA	Design	28/189,191	8/29/2003	Monster, LLC	Plasma Power Center
MONP211	USA	Design	29/189,199	8/29/2003	Monster, LLC	Plasma Power Center Display Module
MONP212	USA	Design	29/189,205	8/29/2003	Monster, LLC	Amp/Power Conditioner 3 Oval Display
MONP213	USA	Utility		9/3/2003	Monster, LLC	Action Seating
MONP214	USA	Utility	10/654,627	9/2/2003	Monster, LLC	Apparatus and Method for a Speaker Mounting System
MONP215	USA	Utility		9/3/2003	Monster, LLC	Plasma Power Center Assembly
MONP218	USA	Utility	10/655,498	9/3/2003	Monster, LLC	Audio Power Monitoring System
TRADEMARKS						
COUNTRY	TITLE	APPL. NO.	FILE DATE	OWNER		
USA	ACTION CHAIR	78/237,405	4/14/2003	Monster, LLC		
USA	ACTION FURNITURE	78/237,414	4/14/2003	Monster, LLC		
USA	MONSTER POWERCELL	78/229,327	3/24/2003	Monster Powercell, LLC		
USA	ACTION COUCH	78/283,303	8/5/2003	Monster, LLC		
TAIWAN	MONSTER POWERCELL	92051331	8/26/2003	Monster Powercell, LLC		

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