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04-08-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

JWIN Electronics Corp.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: March 16, 2004

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:

Street Address: Two Tower Center Boulevard

City: East Brunswick State: NJ Zip: 08816

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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)

B. Trademark Registration No.(s) 2190925, 2615592, 2649596, 2669279, 2745158

Additional number(s) attached Yes No

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

Name: Ms. Elizabeth Feeney

Internal Address: Pryor Cashman Sherman &

Flynn, LLP

Street Address: 410 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Elizabeth E. Feeney

Name of Person Signing

Signature

April 6, 2004

Date

Total number of pages including cover sheet, attachments, and document. 10

04/08/2004 6TON11 00000002 2190925

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

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 002944 FRAME: 0871

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 16, 2004, by and between JWIN ELECTRONICS CORP., a corporation organized under the laws of the State of New York (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, ("PNC"), as Agent (PNC, in such capacity, the "Agent") for itself and the other lenders (PNC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Revolving Credit and Security Agreement dated as of even date herewith among the Grantor, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

RECITALS.

A. Grantor owns and uses certain Trademarks (as herein defined) and Trademark Licenses (as herein defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, or in equivalent offices of foreign countries, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrowers pursuant to the Credit Agreement (capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement); and

C. Pursuant to the Credit Agreement, the Borrowers have assigned, conveyed, mortgaged, pledged, hypothecated and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in the property described therein, including, without limitation, (a) all of the Grantor's General Intangibles including all of the Trademarks (as herein defined) and all of Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; and (b) all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Grantor enter into this Agreement and grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark Licenses” means any written agreement or license now or hereafter in existence granting to the Grantor any right to use any Trademarks, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now or hereafter in existence, now or hereafter owned by the Grantor, or in which the Grantor now or hereafter acquire any rights, title or interest, including without limitation due to estoppel or prior use: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, other source or business identifiers, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all applications for registrations thereof (excluding intent to use applications prior to the filing of a Statement of Use or an Amendment to allege use), including, without limitation, registrations thereof and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby assigns, grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in all of its rights, title and interest in, to and under the following (collectively, the “Property”):

(a) all Trademarks now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each Trademark listed to in Schedule I hereto; and

(b) all Trademark Licenses now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the Trademark Licenses, listed in Schedule I hereto to the fullest extent permitted thereunder by such Trademark Licenses; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any of the Trademarks or breach of any of the Trademark Licenses,

including, without limitation, all Trademarks or Trademark Licenses referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment, grant and conveyance under this Section 2 shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's businesses, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property except as expressly permitted by the Credit Agreement.

3. The Grantor hereby acknowledges and affirms the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In addition, the Grantor covenants, represents and warrants that as of the date of this Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) To the Grantor's knowledge, there is no outstanding claim, pending or threatened in writing, that the use by the Grantor of any of the Trademarks infringes the intellectual property rights of any third person;

(d) To the Grantor's knowledge, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, and covenants by the Grantor not to sue third persons), except for the Trademark Licenses referred to in Schedule I attached hereto, or as expressly permitted by the Credit Agreement.

(e) The Grantor has the right to enter into this Agreement and perform its terms; and

(f) The Grantor has used, and will continue to use for the duration of this Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. The Grantor acknowledges and affirms, and incorporates herein by reference, the indemnification provisions set forth in paragraph 16.5 of the Credit Agreement. In addition to the indemnification provisions of paragraph 16.5 of the Credit Agreement, Grantor also covenants, represents and warrants that:

(a) the Grantor assumes all responsibility and liability arising from the use of the Trademarks, and the Grantor hereby indemnifies and holds the Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its businesses arising from the use of the Trademarks; and

(b) in any suit, proceeding or action brought by the Agent under any of the Trademark Licenses for any sum owing thereunder, or to enforce any provisions of such Trademark Licenses, the Grantor will indemnify and keep the Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against Agent or any Lender.

5. The Grantor acknowledges and affirms, and incorporates herein by reference, the inspection of premises provisions set forth in paragraph 4.10 of the Credit Agreement. In addition to the indemnification provisions of paragraph 4.10 of the Credit Agreement, Grantor also covenants, represents and warrants that:

(a) absent the existence of a Default, upon one Business Days' prior notice and during regular business hours, and

(b) at all times during the existence of a Default, the Grantor hereby grants to the Agent and its employees and agents the right to visit, inspect and audit the Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and Trademark Licenses, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. The Grantor shall use its best efforts to do any and all acts required by the Agent to ensure the Grantor's compliance with this Agreement.

6. (a) If, before the Obligations shall have been paid in full, the Grantor shall obtain rights to any new Trademarks, (including, but not limited to, Intent to Use applications if a Statement of Use or an Amendment To Allege Use has been filed with the U.S. Patent and Trademark Office) the provisions of the Agreement shall automatically apply thereto and the Grantor shall give the Agent prompt written notice thereof.

(b) The Grantor grants the Agent a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Agreement by amending Schedule I to include any future Property.

7. The Grantor covenants and agrees with the Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. The Grantor acknowledges and confirms, and incorporates herein by reference the execution of supplemental instruments provisions set forth in paragraph 6.7 of the Credit Agreement. In addition to the provisions of paragraph 6.7 of the Credit Agreement, Grantor also covenants, represents and warrants that at any time and from time to time, upon the written request of the Agent, the Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Grantor also hereby authorizes the Agent to file any such financing or continuation statement without the signature of the Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Property shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Agent hereunder, duly endorsed in a manner satisfactory to the Agent.

(b) Maintenance of Trademarks. The Grantor will not do any act, or omit to do any act, whereby the Trademarks or the Trademark Licenses may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value except where the Grantor deems such action or omission to be, in the exercise of their reasonable business judgment, commercially reasonable, and shall notify the Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Grantor shall, in exercising its reasonable business judgment, take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees of the Trademarks in connection with the Trademark Licenses set forth in Schedule I.

8. The Grantor will not, except where it deems such action or omission to be, in the exercise of its reasonable business judgment, commercially reasonable: (a) amend, modify, terminate or waive any provision of any of the Trademark Licenses in any manner which might materially adversely affect the value of such Trademark Licenses or the Trademarks, without the written consent of the Agent, (b) fail to exercise promptly and diligently each and every material right which it may have under each of the Trademark Licenses (other than any right of termination), without the prior written consent of the Agent, or (c) fail to deliver to the Agent a copy of each material demand, notice or document sent or received by it relating in any way to any Trademark Licenses or Trademarks.

9. The Grantor will advise the Agent promptly, in reasonable detail: (a) of any lien or claim made or asserted against any of the Property, (b) of any material change in the composition of the Property, and (c) of the occurrence of any other event which would have a material adverse effect on the value of any of the Property or on the security interests created hereunder.

10. (a) The Grantor acknowledges and affirms, and incorporates herein by reference, the collection of receivables provisions set forth in paragraph 4.15(d) of the Credit Agreement. In addition to the provisions of paragraph 4.15(d), the Grantor also covenants, represents and warrants that the Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Agent the power and right, on behalf the Grantor, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittals and receipts for any and all monies due and to become due under any of the Trademark Licenses and, in the name the Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of monies due under any of the Trademark Licenses and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any of the Trademark Licenses whenever payable;

(ii) To pay or discharge subject to Section 4.13 of the Credit Agreement, and upon an Event of Default any taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Property, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Trademark Licenses to make payment of any and all moneys due and to become due thereunder directly to the Agent or as the Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Property; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Property or any part thereof and to enforce any other right in respect of any Property; (D) to defend

any suit, action or proceeding brought against the Grantor with respect to any Property; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Property as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option all acts and things which the Agent deems necessary to protect, preserve or realize upon the Property and the Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Grantor may do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Grantor further agrees to execute any additional documents which the Agent may require in order to confirm this power of attorney, or which the Agent may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on the Agent hereunder are solely to protect its interests in the Property and shall not impose any duty upon it to exercise any such powers. The Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) The Grantor also authorizes the Agent to execute, in connection with any sale provided for in this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Property.

(d) Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to the Agent, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Property pursuant to this Agreement.

11. Grantor acknowledges and affirms, and incorporates herein by reference, the expenses provisions set forth in paragraph 16.9 of the Credit Agreement. In addition to the provisions of paragraph 16.9, the Grantor also covenants, represents and warrants that if the Grantor fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreements, the expenses of the Agent incurred in connection with such performance or compliance shall be payable by Grantor to the Agent on demand and shall constitute Obligations secured hereby.

12. This Agreement shall terminate upon termination of the Credit Agreement in accordance with the provisions thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any

rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of Grantor, execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

14. To the extent that any terms of this Agreement are expressly contradicted by the terms of the Credit Agreement, the terms of the Credit Agreement will apply.

* * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

JWIN ELECTRONICS CORP.

By: 

Name: Justin Kim

Title: President

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Kevin Magigan

Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 16th day of March, 2004, before me personally came JUSTIN KIM, to me known, who being by me duly sworn, did depose and say that he is the PRESIDENT of JWIN Electronics Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.


Notary Public

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 01HO4748064
Qualified in Queens County
Commission Expires March 30, 2007

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On 16th day of March 2004 before me personally came KEVIN MADIGAN to me personally known and known to me to be the person described in and who executed the foregoing instrument as the VICE PRESIDENT of PNC BANK, NATIONAL ASSOCIATION; who being by me duly sworn, did depose and say that he is the VICE PRESIDENT of PNC BANK, NATIONAL ASSOCIATION; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.

Notary Public

My Commission Expires: MARCH 30, 2007

Judith A. Hofrichter

[NOTARIAL SEAL]

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 01HO4748064
Qualified in Queens County
Commission Expires March 30, 2007

SCHEDULE I

REGISTERED TRADEMARKS
of JWIN Electronics, Inc.
United States Patent and Trademark Office

Registration No.	Registration Date	Mark
2,190,925	September 22, 1998	JWIN
2,615,592	September 3, 2002	X-JOGGING
2,649,596	November 12, 2002	EGG POWER
2,669,279	December 31, 2002	VIDEO SHERIFF
2,745,158	July 29, 2003	JUKEMAN

These trademarks all apply to U.S. class numbers 21, 23, 26, 36 and 38 and international class number 9.

International Trademark Registrations

Registration No.	Registration Date	Mark	Jurisdiction
002395713	March 1, 2003	jWIN	European Union
TMA587,417	August 19, 2003	jWIN	Canada
[19419]	February 4, 2003	jWIN	Ecuador
251772	April 30, 2002	jWIN	Colombia
0122634	October 30, 2001	JWIN	Dominican Republic
662920	June 30, 2000	JWIN	Mexico
116973 01	September 5, 2001	jWIN	Panama
1,901,026	June 9, 2003	JWIN	Argentina

PENDING TRADEMARK APPLICATIONS
JWIN Electronics Corp.

none

TRADEMARK LICENSES

Trademark Licenses with respect to which JWIN Electronics Corp. is a licensor:

none

Trademarks Licenses with respect to which JWIN Electronics Corp. is a licensee:

none

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that [Borrower Name], a corporation formed under the laws of New York ("Borrower"), pursuant to a Trademark Security Agreement, dated the date hereof (the "Trademark Security Agreement"), hereby appoints and constitutes PNC Bank, National Association ("PNC"), as agent (in such capacity, "Agent") for itself and various other financial institutions (PNC and such financial institutions, collectively, "Lenders") named in and which hereafter become a party to the Revolving Credit and Security Agreement, dated the date hereof, by and among Agent, Lenders and Borrower, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule I of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

* * *

