

02-13-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC'D
TR.



103121037

new address(es) below.

To the Director of the U. S. Patent and Trade

1. Name of conveying party(ies):
AAMP of Florida, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Washington, DC

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s): December 22, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal Address:

Street Address: 500 W. Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association
- General Partnership
- Limited Partnership

Corporation Citizenship: Delaware

Other Citizenship:

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Schedule I

B. Trademark Registration No.(s)
See Attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth J. Burns

Internal Address: LATHAM & WATKINS LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7629

Fax Number: (312) 993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers: Expiration Date:

b. Deposit Account Number:

Authorized User Name:

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2006 FEB 13 AM 9:59
ASSIGNMENTS DIV

9. Signature:

Elizabeth J. Burns

February 10, 2006

Signature

Date

02/10/2006 DBYRNE 00000001 2144410

Elizabeth J. Burns

Name of Person Signing

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

10

01 FC:8521
02 FC:8522
03 FC:8523

Documents should be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003246 FRAME: 0514

2-13-06

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
US	AMPERSAND (& Design)	Registered Renewed 5/7/03	2144410	3/17/98	75/233810	1/30/97	Recoton assigned to AAMP	9
US	CLEAR PATH	Registered Renewed 6/30/03	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 Renewed 2/6/04	2153385	4/28/98	75/155650	8/26/96	AAMP	9
US	ROADKILL	Registered Renewed 5/7/03	1830270	4/12/94	74/385196	4/22/93	AAMP	12
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP	9
US	SOUND QUEST (& Design)	Registered Renewed 06/19/02	2005942	10/8/96	74/723780	9/1/95	Recoton assigned to AAMP	9, 17
US	STINGER	Registered Renewed 02/19/03	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 Renewed 2/19/03	2096339	9/16/97	74/667840	5/1/95	AAMP	7
US	STINGER... (stylized)	Registered Renewed 02/20/01	1673306	1/28/92	74/123778	12/17/90	AAMP	9
US	STINGER STREET LIGHTS	Registered	2696583	3/11/03	76/358485	1/9/02	Recoton assigned to AAMP	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	T941299 - STATE of FLORIDA	2/18/03	AAMP	42
US	BEST KITS AND HARNESS	Registered	2578355	6/11/02	76289707	7/24/01	AAMP	9

Schedule I - 1

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TRADEMARK
REEL: 003246 FRAME: 0515

COUNTRY	TRADEMARK	STATUS	REG NO.	REG DATE	APP NO.	APP DATE	COMPANY	CLASS
US	STINGER	Applied Approved for Publication			76573941	2/3/04	AAMP	9
US	SOUND QUEST	Applied			76523823	6/23/04	AAMP	9
US	TOTAL BUSINESS SOLUTIONS	Allowed Awaiting Registration			76525188	2/3/04	AAMP	41
US	THE BOOK	Registered	2937486	4/5/05	76575056	2/10/04	AAMP	16
US	SOUND QUEST	Allowed Awaiting Registration			76578950	3/3/04	AAMP	9

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TRADEMARK
REEL: 003246 FRAME: 0516

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2004, by AAMP OF FLORIDA, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (but only to the extent that the grant of a security interest would not be prohibited by or be a breach of the terms of such Trademark License; provided, however, that (i) if such prohibition terminates or otherwise becomes unenforceable or (ii) if the grant of a security interest in such Trademark License ceases to be a breach, the Agent will be deemed to have, and at all times to have had, a continuing first

priority security interest in such Trademark License) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in (i) any Trademark to the extent that, and for so long as the grant of a security interest therein is prohibited by applicable law and/or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto, or (ii) any Trademark License to the extent such a grant would violate the terms of such license or result in the termination thereof; provided, that upon the unenforceability, lapse, or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in all such rights and interests as if such provision had never been in effect.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that there is any conflict between the terms and conditions hereof, and the provisions of the Security Agreement, the terms and conditions of the Security Agreement shall prevail.

[signature page follows]

Schedule I - 2

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TRADEMARK
REEL: 003246 FRAME: 0518

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PB CLARKE & ASSOCIATES, INC. (d/b/a Pacific Accessory Corp.)

By: Micah Ausley
Name: MICAH AUSLEY
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement (PAC)]

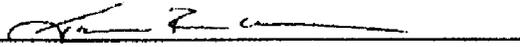
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PB CLARKE & ASSOCIATES, INC. (d/b/a
Pacific Accessory Corp.)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: JAMES R. MILLER
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (PAC)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	STATUS	REG. NO.	REG. DATE	APP. NO.	APP. DATE	COMPANY	CLASS
Argentina	SOUND QUEST	Registered	1.730.689	11/25/03	2.137.209	3/11/98	Recoton assigned to AAMP	9
Australia	STINGER (& design -fish logo)	Registered	762076	9/3/01	762076	5/13/98	AAMP	9
Brazil	SOUND QUEST (& Design)	Abandoned	--	--	--	--	--	--
Canada	SOUND QUEST (& design)	Registered	TMA468295	5/29/03	784686	6/9/95	Recoton assigned to AAMP	9, 17, 24
Chile	SOUND QUEST	Registered	527854	11/20/98	407.891	3/16/98	Recoton assigned to AAMP	9
China	STINGER	Registered	3228277	2/21/04	3228277	7/1/02	Recoton assigned to AAMP	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	827.634	5/19/98	AAMP	9
France	SOUND QUEST (& Design)	Registered	94548078	12/7/94	94548078	??	Recoton assigned to AAMP	8,9,17
Germany	SOUND QUEST (& Design)	Registered	39508378.8	6/10/97	39508378.8	2/23/95	Recoton assigned to AAMP	9
Germany	STINGER	Registered	39760161.1	10/15/98	39760161.1	12/16/97	AAMP	9
Italy	SOUND QUEST (& Design)	Registered	725168	3/24/95	MI95C003069	3/24/95	Recoton assigned to AAMP	9
Japan	SOUND QUEST (& Design)	Registered	4345693	12/17/99	H10-44655	5/29/98	Recoton assigned to AAMP	9
Mexico	SOUND QUEST (& Design)	Registered	501608	1/24/95	222,437	1/24/95	Recoton assigned to AAMP	9
Mexico	STINGER	Registered	775723	9/21/01	508162	9/21/01	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	1078180	1/1/04	91016039	4/25/02	Recoton assigned to	9

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TRADEMARK
REEL: 003246 FRAME: 0521

COUNTRY	TRADEMARK	STATUS	REG. NO.	REG. DATE	APP. NO.	APP. DATE	COMPANY	CLASS
							AAMP	
Taiwan	STINGER	Registered	652573	8/16/94	652573	12/1/93	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	646538	6/16/94	646538	12/1/93	Recoton assigned to AAMP	9
United Kingdom	SOUND QUEST (& Design)	Registered	2008696	1/24/95	2008696	1/24/95	Recoton assigned to AAMP	9
US	AAMP	Abandoned	--	--	76/363888	1/26/02	AAMP	8
US -	AAMP OF AMERICA (stylized)	Abandoned	--	--	76/254662	5/8/01	AAMP	9
US	AAMP.	Abandoned	--	--	76/363898	1/26/02	AAMP	12
US	AMPERSAND (& Design)	Registered Renewed 5/7/03	2144410	3/17/98	75/233810	1/30/97	Recoton assigned to AAMP	9
US	CLEAR PATH	Registered Renewed 6/30/03	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 Renewed 2/6/04	2153385	4/28/98	75/155650	8/26/96	AAMP	9
US	ROADKILL	Registered Renewed 5/7/03	1830270	4/12/94	74/385196	4/22/93	AAMP	12
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP	9
US	SOUND QUEST (& Design)	Registered Renewed 06/19/02	2005942	10/8/96	74/723780	9/1/95	Recoton assigned to AAMP	9, 17
US	STINGER	Registered Renewed 02/19/03	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 Renewed 2/19/03	2096339	9/16/97	74/667840	5/1/95	AAMP	7
US	STINGER... (stylized)	Registered Renewed 02/20/01	1673306	1/28/92	74/123778	12/17/90	AAMP	9
US	STINGER STREET LIGHTS	Registered	2696583	3/11/03	76/358485	1/9/02	Recoton assigned to AAMP	9

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TRADEMARK
REEL: 003246 FRAME: 0522

COUNTRY	TRADE MARK	STATUS	REG. NO.	REG. DATE	APP. NO.	APP. DATE	COMPANY	CLASS
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	T941299 - STATE of FLORIDA	2/18/03	AAMP	42
US	BEST KITS AND HARNESS	Registered	2578355	6/11/02	76289707	7/24/01	AAMP	9
US	STINGER	Applied Approved for Publication			76573941	2/3/04	AAMP	9
US	SOUND QUEST	Applied			76523823	6/23/04	AAMP	9
US	TOTAL BUSINESS SOLUTIONS	Allowed Awaiting Registration			76525188	2/3/04	AAMP	41
Canada	STINGER	Applied	634216	3/3/05	1205600	2/6/04	AAMP	9
US	THE BOOK	Registered	2937486	4/5/05	76575056	2/10/04	AAMP	16
US	SOUND QUEST	Allowed Awaiting Registration			76578950	3/3/04	AAMP	9

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