

11-21-2006



103338612

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AAMP of Florida, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 16, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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: 201 Merritt 7, 6th Floor

City: Norwalk

State: Connecticut

Country: USA Zip: 06856-5201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- 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: Magdalini Rizakos

Internal Address: _____

Street Address: 233 South Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9767

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$865.00

- 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 _____

9. Signature: Magdalini Rizakos

Signature

ASSIGNMENTS DIV 1/17/2006

Date

00000081 74123778

Magdalini Rizakos

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents recorded (including cover sheet) should be faxed to 572720140 or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11-20-06

11/21/2006 DAYRNE 00000081 74123778
01 FC:8521
02 FC:8522
03 FC:8523

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Status</u>	<u>App./Reg. No.</u>
AAMP of Florida, Inc.	Stinger	Federal TM	9	Renewed	74123778/ 163306
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AAMP of Florida, Inc.	Stinger	Federal TM	27	Registered	75976423/ 2127490
AAMP of Florida, Inc.	Sound Quest (stylized)	Federal TM	9	Renewed	74723780/ 2005942
AAMP of Florida, Inc.	The Wall	Federal TM	12	Registered	76088525/ 2560207
AAMP of Florida, Inc.	Ampersand (stylized)	Federal TM	9	Registered	75233810/ 2144410
AAMP of Florida, Inc.	S & design	Federal TM	9	Registered	76313361/ 2615071
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AAMP of Florida, Inc.	Best Kits and Harnesses	Federal TM	9	Registered	76289707/ 2578355
AAMP of Florida, Inc.	Stinger	Federal TM	9	Registered	76573941/ 3151283
AAMP of Florida, Inc.	Sound Quest	Federal TM	9	Pending	76526823
AAMP of Florida, Inc.	Your Total Business Solutions	Federal TM	35	Registered	76525188/ 2977489
AAMP of Florida, Inc.	The Book	Federal TM	16	Registered	76575056/ 2937486
AAMP of Florida, Inc.	Sound Quest	Federal TM	9	Registered	76578950/ 2998797
AAMP of Florida, Inc.	Stinger	Federal TM	9	Pending	78720323

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AAMP of Florida, Inc.	AV2Car	Federal TM	9	Pending	7860003
AAMP of Florida, Inc.	Media2Car	Federal TM	9	Pending	78760015
AAMP of Florida, Inc.	Celfi	Federal TM	9	Pending	78760054
AAMP of Florida, Inc.	MP32Car	Federal TM	9	Pending	78760065
AAMP of Florida, Inc.	Hear Music in Color	Federal TM	9	Suspended	78763191
AAMP of Florida, Inc.	Integrate Your Lifestyle	Federal TM	9	Pending	78767205
AAMP of Florida, Inc.	Isimple	Federal TM	9	Pending	78838515
AAMP of Florida, Inc.	Audio2Car	Federal TM	9	Pending	78820326
AAMP of Florida, Inc.	Connex2car	Federal TM	9	Pending	78949940
AAMP of Florida, Inc.	Ocean Electronics	Federal TM	9	Registered	75047810/ 2388019
AAMP of Florida, Inc.	HDR2Car	Federal TM		Pending	77010199
AAMP of Florida, Inc.	Tunes2Car	Federal TM		Pending	77017630

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

AAMP OF FLORIDA, INC.,
as Grantor

By: _____


Name: Mican Ansley
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.


Very truly yours,

AAMP OF FLORIDA, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Matthew D. Liepert
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of Florida)

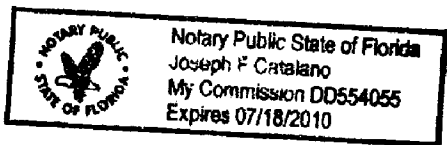
County of Pinellas)

ss.

On this 14 day of November, 2006 before me personally appeared MICAH ANSLY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Joseph F. Catalano

Notary Public



SCHEDULE I
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Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Status</u>	<u>App./Reg. No.</u>
AAMP of Florida, Inc.	Stinger	Federal TM	9	Renewed	74123778/ 163306
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AAMP of Florida, Inc.	AAMP of America	Florida SM		Renewed	None/ T941299
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AAMP of Florida, Inc.	Clear Path	Federal TM	9	Registered	75045334/ 2107772
AAMP of Florida, Inc.	Stinger (stylized)	Federal TM	9	Registered	75057862/ 2436057
AAMP of Florida, Inc.	Peripheral	Federal TM	9	Registered	75155650/ 2153385
AAMP of Florida, Inc.	Stinger	Federal TM	27	Registered	75976423/ 2127490
AAMP of Florida, Inc.	Sound Quest (stylized)	Federal TM	9	Renewed	74723780/ 2005942
AAMP of Florida, Inc.	The Wall	Federal TM	12	Registered	76088525/ 2560207
AAMP of Florida, Inc.	Ampersand (stylized)	Federal TM	9	Registered	75233810/ 2144410
AAMP of Florida, Inc.	S & design	Federal TM	9	Registered	76313361/ 2615071
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AAMP of Florida, Inc.	Best Kits and Harnesses	Federal TM	9	Registered	76289707/ 2578355
AAMP of Florida, Inc.	Stinger	Federal TM	9	Registered	76573941/ 3151283
AAMP of Florida, Inc.	Sound Quest	Federal TM	9	Pending	76526823
AAMP of Florida, Inc.	Your Total Business Solutions	Federal TM	35	Registered	76525188/ 2977489
AAMP of Florida, Inc.	The Book	Federal TM	16	Registered	76575056/ 2937486
AAMP of Florida, Inc.	Sound Quest	Federal TM	9	Registered	76578950/ 2998797
AAMP of Florida,	Stinger	Federal TM	9	Pending	78720323

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AAMP of Florida, Inc.	Sound Quest	Foreign TM (Canada)	1	Registered	078468600/ TMA468925
AAMP of Florida, Inc.	Sound Quest	Foreign TM (Argentina)		Registered	1.730.689
AAMP of Florida, Inc.	Sound Quest (stylized)	Foreign TM (Japan)	9	Registered	H10044655/ 4345693
AAMP of Florida, Inc.	Sound Quest (stylized)	Foreign TM (Germany)	9	Registered	395083788/ 39508378
AAMP of Florida, Inc.	Sound Quest (stylized)	Foreign TM (France)		Registered	94548078/ 94548078
AAMP of Florida, Inc.	Sound Quest	Foreign TM (Chile)		Registered	527.854
AAMP of Florida, Inc.	Stinger	Foreign TM (China)		Registered	3228277
AAMP of America, Inc.	Stinger (stylized)	Foreign TM (Australia)	9	Registered	762076/ 762076
AAMP of Florida, Inc.	Stinger	Foreign TM (Taiwan)		Registered	652573
AAMP of Florida, Inc.	Stinger	Foreign TM		Registered	646538

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Inc.		(Taiwan)			
AAMP of Florida, Inc.	Stinger	Foreign TM (Taiwan)		Registered	1078180
AAMP of America, Inc.	Stinger	Foreign TM (European Union)	9	Registered	979393/ 979393
AAMP of America, Inc.	Stinger (stylized)	Foreign TM (European Union)	9	Registered	827634/ 827634
AAMP of America, Inc.	Stinger	Foreign TM (Germany)	9	Registered	39760161/ 39760161
AAMP of Florida, Inc.	Stinger & Design	Foreign TM (Canada)	1	Registered	120560000/ TMA634216

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