

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
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:	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		
Name:	Recoton International Holdings, Inc.		
Street Address:	2950 Lake Emma Road		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		

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

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

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

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

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

Name:	Interact Technologies, Inc.
Street Address:	2950 Lake Emma Road
City:	Lake Mary

State/Country:	FLORIDA
Postal Code:	32746
Entity Type:	CORPORATION: DELAWARE

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

Name:	Recoton Canada LTD
Street Address:	680 Granite Court
City:	Pickering, Ontario
State/Country:	CANADA
Postal Code:	L1W 3J5
Entity Type:	CORPORATION: CANADA

Name:	Interact Canada, LTD.
Street Address:	680 Granite Court
City:	Pickering, Ontario
State/Country:	CANADA
Postal Code:	L1W 3J5
Entity Type:	CORPORATION: CANADA

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 Accessories, Inc.
Street Address:	2950 Lake Emma Road
City:	Lake Mary
State/Country:	FLORIDA
Postal Code:	32745
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2586574	ADAPTATIP
Registration Number:	1244274	AMBICO
Registration Number:	2586548	AWF
Registration Number:	1400229	BOA
Registration Number:	1430950	CLEAN MATES
Registration Number:	1108343	CLEAN SOUND
Registration Number:	1455213	COLOR-GRAMS
Registration Number:	1017697	DISCWASHER
Registration Number:	1286700	DISCWASHER
Registration Number:	1410298	F.R.E.D.
Registration Number:	2725481	FERRITE NOISE TRAP
Registration Number:	2664240	FNT
Registration Number:	1400050	FOR SOUND THAT'S LASER CLEAN
Registration Number:	1201879	GOLD CONNECTION
Registration Number:	2617792	HEAR WHAT YOU'VE BEEN MISSING
Registration Number:	1414090	INSTA-CONNECT
Registration Number:	2670814	MATRIX
Registration Number:	1416483	MICRODOT
Registration Number:	1409318	
Registration Number:	1205237	PERFECT PATH
Registration Number:	1251409	RECOTON
Registration Number:	1303380	RECOTON
Registration Number:	1462534	SPIKEMASTER
Registration Number:	1416488	SUPER DUPER
Registration Number:	1494971	TANGLEFREE
Registration Number:	1404495	THE STARTER SYSTEM

CORRESPONDENCE DATA

Fax Number: (317)587-6727

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (317) 587-3160

Email: anthony.davis@thomson.net

Correspondent Name: Anthony Davis

Address Line 1: 10330 N. Meridian Street

Address Line 4: Indianapolis, INDIANA 46290

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Anthony A. Davis

Signature:

/Anthony A. Davis/

Date:

12/20/2006

Total Attachments: 5

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (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 (1) Senior Agent on behalf of the Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors (in such capacity the "2000 Agent"), all as defined in the 2000 Security Agreement (as defined below), (2) Administrative Agent on behalf of the Benefitted Persons (in such capacity the "DIP Agent"), all as defined in the DIP Security Agreement (as defined below), (3) Senior Agent on behalf of the Agents, Senior Lenders, Subordinated Agent and Subordinated Creditors (in such capacity the "2000 Canadian Agent"), all as defined in the 2000 Canadian Security Agreements (as defined below), and (4) Administrative Agent on behalf of the Benefitted Persons (in such capacity the "Canadian Agent"), as defined in the Canadian Security Agreement (as defined below).

WHEREAS Assignor as 2000 Agent entered into a Security Agreement dated October 31, 2000 (as amended, supplemented, restated or otherwise modified from time to time, the "2000 Security Agreement") with 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 INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("RIH"), RECOTON JAPAN, INC., an Illinois corporation, ("Recoton Japan"), RECON, INC., a Delaware corporation ("Recone"), CHRISTIE DESIGN CORPORATION, a Delaware corporation ("CDC"), RECOTON ACCESSORIES, INC., a Delaware corporation ("Accessories"), RECOTON MOBILE ELECTRONICS, INC., a Delaware corporation ("Mobile"), INTERACT INTERNATIONAL, INC., a Delaware corporation ("InterAct International"), INTERACT HOLDINGS, INC., a Delaware corporation ("IHI") and INTERACT TECHNOLOGIES, INC., a Delaware corporation ("Technologies"), and together with Recoton, InterAct, Recoton Audio, RHAI, RIH, Recoton Japan, Recone, CDC, Accessories, Mobile, InterAct International and IHI the "2000 Assignees";

WHEREAS, Assignor as DIP Agent entered into a Security Agreement dated as of April 11, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "DIP Security Agreement") with Recoton, InterAct, Recoton Audio, RHAI, RIH, Recoton Japan, Recone, CDC, Accessories, Mobile, InterAct International, IHI, Technologies, RECOTON CANADA LTD., an Ontario corporation ("Recoton Canada") and INTERACT CANADA, LTD., an Ontario corporation ("InterAct Canada") (collectively the "DIP Assignees");

WHEREAS, Assignor as 2000 Canadian Agent entered into a Security Agreement dated as of October 31, 2000 (as amended, supplemented, restated or otherwise modified from time to time, the "RCL Security Agreement") with Recoton Canada (the "RCL Assignee");

WHEREAS, Assignor as 2000 Canadian Agent entered into a Security Agreement dated as of January 18, 2001 (as amended, supplemented, restated or otherwise modified from time to time, the "ICL Security Agreement", and together with the RCL Security Agreement, the "2000 Canadian Security Agreements") with InterAct Canada (the "ICL Assignee", and together with the RCL Assignee, the "2000 Canadian Assignees");

WHEREAS, Assignor as Canadian Agent entered into a General Security Agreement dated as of April 11, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "Canadian Security Agreement", and together with the 2000 Security Agreement, the DIP Security Agreement and the 2000 Canadian Security Agreements, the "Security Agreements"), with Recoton Canada and InterAct Canada (collectively the "Canadian Assignees", and together with the 2000 Assignees, the DIP Assignees and the 2000 Canadian Assignees, the "Assignee");

WHEREAS, pursuant to the Security Agreements, Assignee granted, conveyed, assigned, and pledged to Assignor, a continuing security interest, lien and mortgage in and to substantially all of the its personal property, to secure the payment and performance of the Secured Obligations, as defined in the Security Agreements (the "Security Interest");

WHEREAS, Recoton, Recoton Audio, RHAI, Mobile, Accessories, Recoton Canada RECOTON (HONG KONG) LIMITED, a Hong Kong limited company and RECOTON (FAR EAST) LIMITED, a Hong Kong limited company (the "Accessories Sellers") have informed the Assignor that they desire to enter into that certain Asset Purchase Agreement with Tora Acquisition Corporation ("Tora") dated as of June 3, 2003 (the "Tora/Thomson Sale Agreement"), pursuant to which the Accessories Sellers would sell their "Assets" and "Other Assets", as such terms are defined in the Tora/Thomson Sale Agreement (the "Tora Collateral") (such sale, substantially in accordance with the Tora/Thomson Sale Agreement, is hereinafter referred to as the "Tora/Thomson Sale");

WHEREAS, on the "Closing Date", as defined in the Tora/Thomson Sale Agreement, the Accessories Sellers expect to receive initial proceeds from the Tora/Thomson 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 Tora Net Proceeds");

WHEREAS, in conjunction with the Tora/Thomson Sale, Assignee requests that Assignor release its Security Interest in the Tora Collateral; and

WHEREAS, Assignor desires to release its Security Interest in the Tora Collateral ~~except for~~ (i) all proceeds of the Tora/Thomson Sale, including, without limitation, the Initial Tora Net Proceeds and any subsequent proceeds, (ii) all of Recoton's and its Subsidiaries' claims, rights and interests in, to and under the Tora/Thomson Sale Agreement, and (iii) all property of Assignee expressly described in the Tora/Thomson Sale Agreement as not required

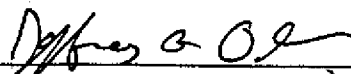
to be released in connection with the Tora/Thomson Sale (the Tora Collateral excluding such excepted property being the "Released Collateral").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its Security Interest in and to the Released Collateral, and reassigns any and all right, title and interest in the Released Collateral to Assignee. The release and reassignment of the Security Interest in the Released Collateral shall not affect the Security Interest in any and all other collateral, which Security Interest shall continue in full force and effect.

* * *

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 and
as Administrative Agent

By: 
Name: JEFFREY A. OLSON
Title: VP

Schedule B

TORA Trademarks

Mark	Owner	Application No.	Registration No.	[Status]	Intl. Class
Adaptatip (stylized)	Recoton	76/205802	2,586,574	Registered	9
Ambico	Recoton	73/348,317	1,244,274	Registered	9
AWF	Recoton	76/189,009	2,586,548	Registered	9
BOA	Recoton	73/572,215	1,400,229	Registered	9
Clean Mates	Recoton	73/609,124	1,430,950	Registered	9
Clean Sound	Recoton	73/104,751	1,108,343	Registered	3
Color-Grams	Recoton	73/595,231	1,455,213	Registered	16
Discwasher	Recoton	72/449,009	1,017,697	Registered	3, 21
Discwasher	Recoton	73/365,751	1,286,700	Registered	3, 9
F.R.E.D.	Recoton	73/587,882	1,410,298	Registered	9
Ferrite Noise Trap	Recoton	76/301,427	2,725,481	Registered	9
FNT	Recoton	76/189,007	2,664,240	Registered	9
For Sound That's Laser Clear	Recoton	73/572,283	1,400,050	Registered	3
Gold Connection	Recoton	73/314,687	1,201,879	Registered	9
Hear What You've Been Missing	Recoton	76/293,580	2,617,792	Registered	9
Insta-Connect	Recoton	73/587,272	1,414,090	Registered	9
Matrix	Recoton	75/883,873	2,670,814	Registered	9
Microdot	Recoton	73/591,933	1,416,483	Registered	9
Misc. Design (video cable/snake)	Recoton	73/584,526	1,409,318	Registered	9
Perfect Path	Recoton	73/298,221	1,205,237	Registered	9
Recoton	Recoton	73/334,855	1,251,409	Registered	3, 9
Recoton	Recoton	73/445,743	1,303,380	Registered	9
Spikemaster	Recoton	73/504,218	1,462,534	Registered	9
Superduper	Recoton	73/594,619	1,416,488	Registered	9
Tanglefree	Recoton	73/694,575	1,494,971	Registered	9
The Starter System	Recoton	73/525,127	1,404,495	Registered Supplemental Register	9

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RECORDED: 12/20/2006

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