

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCEPTRE, INC.		10/07/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	2321 Rosecrans Avenue, Suite 5000		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	92045		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3126040	DCLCD	
Registration Number:	2268653	SOHODO	
Registration Number:	2324832	DRAGON EYE	
Registration Number:	2027127	KOMODO	
Serial Number:	75403116	GOLDBAR	
CORRESPONDENCE DATA			
Fax Number:	(858)756-4732		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 756-6342		
Email:	rmardian@hcesq.com		
Correspondent Name:	Robert C. Mardian III		
Address Line 1:	PO Box 9144		
Address Line 2:	16236 San Dieguito Road, Suite 4-13		
Address Line 4:	Rancho Santa Fe, CALIFORNIA 92067		
NAME OF SUBMITTER:	Robert C. Mardian III		

OP \$140.00 3126040

Signature:	/rcm at hc/
Date:	10/09/2008
Total Attachments: 4 source=Amended Security Agreement re trademarks#page1.tif source=Amended Security Agreement re trademarks#page2.tif source=Amended Security Agreement re trademarks#page3.tif source=Amended Security Agreement re trademarks#page4.tif	

AMENDMENT TO SECURITY AGREEMENTS

(Filing with U.S. Patent and Trademark Office)

This Amendment to Security Agreement (this "Amendment"), dated as of Oct. 7, 2008, is executed by SCEPTRE, INC., a California corporation ("Grantor"), having its principal place of business at:

16800 Gale Avenue,
City of Industry, California 91745 _____ (Grantor to initial that this is correct)

on the one hand, and COMERICA BANK, in its capacity as Agent ("Agent") having an office located at 2321 Rosecrans Avenue, Suite 5000, El Segundo, California 90245, COMERICA BANK in its capacity as a lender ("Comerica"), and DBS BANK LTD., in its capacity as a lender ("DBS," and together with Comerica in its capacity as a lender called, "Banks") on the other hand, based on the following facts and understandings:

RECITALS

WHEREAS, Grantor and Agent as agent for Comerica and DBS (in such capacity, called "Secured Party") are parties to that certain "Security Agreement" dated as of March 1, 2005, pursuant to which Grantor granted a security interest to Secured Party in all assets of Grantor, including "General Intangibles" as that term is defined in the California Commercial Code, and including all patents, trade names, trademarks, and/or servicemarks, whether then owned or thereafter acquired by Grantor (the "Security Agreement") for the purpose of securing all "Indebtedness" owed by Grantor to Secured Party under (i) that certain "Credit Agreement" dated as of March 1, 2005 executed by Grantor, Agent and Banks as modified from time to time (as modified, called the "Credit Agreement"), and (ii) all "Loan Documents" as that term is defined in the Credit Agreement; and

WHEREAS, Secured Party and Grantor wish to amend the Security Agreement to specifically refer to certain trademarks and other "Intellectual Property" (as that term is defined in the Security Agreement) owned by Grantor to facilitate a filing with the United States Patent & Trademark Office to put persons on notice of Secured Party's duly perfected security interest in all such Intellectual Property although Secured Party previously duly filed a UCC-1 Financing Statement with the California Secretary of State perfecting the security interest granted to Secured Party pursuant to the Security Agreement. Such UCC-1 Financing Statement was filed on March 11, 2005 with the California Secretary of State as Document No. 05-7018993284 as later amended by an Amendment filed on April 18, 2006 as Document No. 06-70668725.

NOW, THEREFORE, Secured Party and Grantor agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings they are stated to have in that certain "Eighth Modification to Credit Agreement" (the "Eighth Modification") dated as of August 28, 2008 and executed by and among SCEPTRE, INC., a California corporation as "Borrower," COMERICA BANK, in its capacity as Agent, COMERICA BANK in its capacity as a lender and DBS BANK LTD., in its capacity as a lender.

2. The Security Agreement (and any other security agreement or third party pledge agreement executed by Grantor in favor of Secured Party) is hereby amended by supplementing the Security Agreement (or other any other security agreements and third party pledge agreements) with the attached Schedule A listing specific trademarks and trademark registrations all as set forth in said Schedule A hereto, all of which are included in the definition of "Collateral" as that term is used in any Loan Document.

3. Grantor represents and warrants to Secured Party that all the trademarks, trademark registrations and pending trademark applications owned by Grantor or pursued by Grantor as of the execution hereof are listed on Schedule A.

4. Secured Party may record this Amendment with the United States Patent and Trademark Office (the "PTO"), at the expense of Grantor.

5. Except as herein expressly amended and supplemented, all of the terms and provisions of the Security Agreement (or other any other security agreements and third party pledge agreements) and the other Loan Documents shall continue in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

"Grantor:"

SCEPTRE, INC.

By: Cathy [Signature]

Title: VP Operations

"Secured Party":

COMERICA BANK

as Agent for Comerica Bank and
DHS Bank Ltd.

By: [Signature]

Title: FVP

SCHEDULE A
to the Amendment to Security Agreement

REGISTERED TRADEMARKS OWNED BY SCEPTRE, INC.

TRADEMARKS

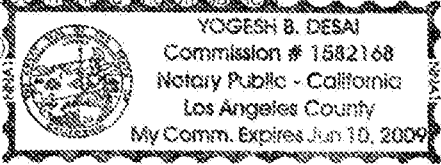

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DCLCD	3126040	August 8, 2006
SOHODO	2268653	August 10, 1999
DRAGON EYE	2324832	February 29, 2000
KOMODO	2027127	December 31, 1996
GOLDBAR	75403116	December 9, 1997

PENDING TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>

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CERTIFICATE OF ACKNOWLEDGMENT

State Of California)
County Of LOS ANGELES) ss
On Oct. 7th 2008 before me, "YOGESH B. DESAI, NOTARY PUBLIC,"
personally appeared CATHY CHOU LIU
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.
WITNESS my hand and official seal.
(SEAL) 
(Notary Public's Signature) 
(Type or Print Name) YOGESH B. DESAI

State Of California)
County Of _____) ss
On _____ before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.
WITNESS my hand and official seal.
(SEAL) _____
(Notary Public's Signature) _____
(Type or Print Name) _____