

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wachovia Bank, N.A. (successor to Congress Financial Corporation)		09/28/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hirsch International Corp.		
<b>Street Address:</b>	50 Engineers Road		
<b>City:</b>	Hauppauge		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11788		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2524870	TECH IN A BOX	
Registration Number:	1567663	H	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)541-4630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-541-2341		
Email:	nyuspto@bryancave.com		
Correspondent Name:	Patricia Werner		
Address Line 1:	1290 Avenue of the Americas		
Address Line 2:	Bryan Cave LLP		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0206579		
NAME OF SUBMITTER:	Patricia L. Werner		
Signature:	/patricialwerner/		

CH \$65.00 2524870

Date:

09/30/2009

Total Attachments: 2

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**HIRSCH INTERNATIONAL CORP.**  
50 Engineers Rd.  
Hauppauge, New York 11788

September 28, 2009

Wachovia Capital Finance  
1133 Avenue of the Americas, 29<sup>th</sup> Floor  
New York, NY 10036  
Attn: Robert Strack

Re: Hirsch International Corp.

Dear Mr. Strack:

Reference is hereby made to that certain Trademark Collateral Assignment and Security Agreement (the "Security Agreement"), dated November 26, 2002, by and between Wachovia Bank, N.A. (as successor to Congress Financial Corporation) (the "Secured Party"), and Hirsch International Corp. (the "Debtor"), pursuant to which, among other things, the Debtor granted a security interest and a general lien upon, and a conditional assignment of, the collateral enumerated therein (the "Collateral"). The Security Agreement was entered into in connection with the entry into a Loan and Security Agreement by the Debtor, certain of its affiliates (the "Guarantors"), and the Secured Party, dated November 26, 2002, as amended (collectively, with all related agreements documents and instruments, including the Security Agreement, the "Financing Agreements").

As you are aware, the Debtor and the Guarantors entered into a Termination Agreement with the Secured Party, dated February 28, 2006 (the "Termination Agreement"), pursuant to which, subject to the satisfaction of certain conditions contained in the Termination Agreement (the "Preconditions"), the Financing Agreements were terminated, cancelled and of no further force and effect, subject to certain exceptions enumerated in the Termination Agreement, and all security interests and liens upon any and all properties and assets of the Debtor and the Guarantors previously granted by the Debtor and the Guarantors to the Secured Party under any Financing Agreement, including the Security Agreement, were released and terminated. By executing this letter below, you hereby confirm that all of the Preconditions were satisfied, and that the Debtor is authorized to file this letter agreement with the United States Trademark and Patent Office confirming the termination of the Security Agreement and all of the Secured Party's right, title and interest (including without limitation, security interests) in and to the Collateral.

Wachovia Capital Finance  
September 28, 2009

If the foregoing accurately sets forth the understanding and agreement of the parties with respect to the matters set forth herein, please so indicate by signing this letter agreement and returning it to the Company, whereupon this letter agreement will constitute the parties' agreement with respect to the matters set forth herein.

HIRSCH INTERNATIONAL CORP.

By: 

Name: Paul E. Gallagher

Title: President, Chief Executive  
Officer and Chief Operating  
Officer

Acknowledged and Agreed as of  
the date first above written:

WACHOVIA BANK, N.A.

By: 

Name: ROBERT STRACK

Title: Managing Director