

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Middle Atlantic Products, Inc.**

- Individual(s)
- General Partnership
- Corporation
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: **September 28, 2010**

2. Name and address of receiving party(ies):

**JPMorgan Chase Bank, N.A.  
695 Route 46  
Fairfield, New Jersey 07004**

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation: **New Jersey**
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

**77/233758  
77/233767  
77/586806  
77/586808  
77/645327**

B. Trademark Reg. No.(s):

**2122694      3317978  
3043912      3335011  
3172867      3466970  
3172930      3694587**

Additional number(s) attached  Yes  No

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

**Robert E. Cannuscio, Esquire  
Drinker Biddle & Reath LLP  
One Logan Square  
Suite 2000  
Philadelphia, PA 19103-6996**

Attorney Docket No. **034143-457443**

6. Total number of applications and registrations involved: ..... **13**

7. Total fee (37 CFR 3.41) **\$520.00**

- Enclosed
- Authorized to be charged to deposit account

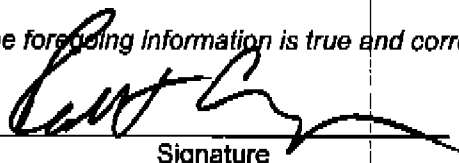
8. Deposit Account Number: **50-0573**

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Robert E. Cannuscio**  
Name of Person Signing



Signature

**October 7, 2010**  
Date

Total number of pages including cover sheet, attachments and document: **8**

Mail documents to be recorded with required cover sheet information to:  
**Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450**

CH \$340.00 500573 77233758

## AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

**MIDDLE ATLANTIC PRODUCTS, INC.** (the "Assignor"), having an address at 300 Fairfield Road, Fairfield, New Jersey 07004, does hereby grant to **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), having an address at 695 Route 46, Fairfield, New Jersey 07004, a security interest in and a conditional assignment of the trademarks identified on Schedule A hereto and the goodwill symbolized thereby (the "Trademarks"), together with all the proceeds thereof. The interest in the collateral being assigned hereunder shall not be construed as a current assignment, but as an assignment to secure Assignor's obligations to Assignee under the Credit Agreement (as hereinafter defined) that will take effect only following the occurrence of an Event of Default (as hereinafter defined), and as a present grant of a security interest.

This Assignment amends and restates the Trademark Collateral Assignment dated May 5, 2008 between the Assignor and the Assignee.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Amended and Restated Credit Agreement dated September 30, 2010 between the Assignor and the Assignee, as such Agreement may hereafter be amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Credit Agreement.

The Assignor shall not assign any of the Trademarks without the prior written consent of the Assignee; and any such assignment that is attempted without such consent shall be void. As provided in the Credit Agreement, any such assignment or attempted assignment without such consent constitutes an Event of Default.

The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New York. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement, the other Facility Documents (as such term is defined in the Credit Agreement) or other applicable law.

Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment, release and other instruments as may be necessary to terminate Assignee's security interest and conditional interest in the Trademarks (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein and the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity.

The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this 28 day of September, 2010.

WITNESS:

  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**MIDDLE ATLANTIC PRODUCTS, INC.**

By:   
\_\_\_\_\_ Robert J. Schluter  
Chairman and Chief Executive Officer

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Susan M. Graham  
Vice President

The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this 30<sup>th</sup> day of September, 2010.

WITNESS:

\_\_\_\_\_

WITNESS:

*Patricia Hebel*

MIDDLE ATLANTIC PRODUCTS, INC.

By: \_\_\_\_\_

Robert J. Schluter  
Chairman and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

*Susan M Graham*  
Susan M. Graham  
Vice President

STATE OF NEW JERSEY

SS:

COUNTY OF Essex

On this 28 day of September, 2010, before me, the undersigned, personally appeared Robert J. Schluter, the Chairman and Chief Executive Officer of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.

ROSEMARIE CURTI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 22, 2012

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, personally appeared Susan M. Graham, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and she did acknowledge under oath that she signed and delivered the same in her capacity as such officer, that she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.

STATE OF NEW JERSEY

SS:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, personally appeared Robert J. Schluter, the Chairman and Chief Executive Officer of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.

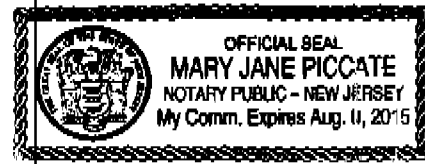
STATE OF NEW JERSEY

SS:

COUNTY OF Bergen

On this 29<sup>th</sup> day of September, 2010, before me, the undersigned, personally appeared Susan M. Graham, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and she did acknowledge under oath that she signed and delivered the same in her capacity as such officer, that she was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.

*Mary Jane Piccate*



SCHEDULE A1. Registered Trademarks:

Registration Number	Date Registered	Country	Trademark
004895355	24-Jan-2008	European Community	MA MIDDLE ATLANTIC PRODUCTS, INC. AND DESIGN
005167606	17-Apr-2008	European Community	MA MUSIC ACCESSORIES & Design
006817498	29-Jan-2009	European Community	MIDDLE ATLANTIC PRODUCTS
1089715	13-Mar-2009	Mexico	MIDDLE ATLANTIC PRODUCTS
1103272	01-Jun-2009	Mexico	MIDDLE ATLANTIC PRODUCTS
1234358	22-Apr-2010	Australia	MIDDLE ATLANTIC PRODUCTS
2122694	23-Dec-1997	US	DATATEL
3043912	17-Jan-2006	US	RACKTOOLS
3172867	21-Nov-2006	US	MA (STYLIZED)
3172930	21-Nov-2006	US	MA MIDDLE ATLANTIC PRODUCTS, INC. AND DESIGN
3317978	23-Oct-2007	US	MA MUSIC ACCESSORIES & Design
3335011	13-Nov-2007	US	A.P.D.T.
3466970	15-Jul-2008	US	EXACTPOWER* & Design
3694587	13-Oct-2009	US	MIDDLE ATLANTIC PRODUCTS
380208	27-May-2009	Russia	MIDDLE ATLANTIC PRODUCTS
787285	12-Nov-2009	New Zealand	MIDDLE ATLANTIC PRODUCTS

2. Pending Trademark Applications:

Application Number	Date Filed	Country	Trademark
097016467	10-Apr-2008	Taiwan	MIDDLE ATLANTIC PRODUCTS
1390423	08-Apr-2008	Canada	MIDDLE ATLANTIC PRODUCTS
77/233758	19-Jul-2007	US	RACKLINK
77/233767	19-Jul-2007	US	RACKLINK & Design
77/586806	06-Oct-2008	US	EXACTPOWER & Design
77/586808	06-Oct-2008	US	EXACTPOWER
77/645327	07-Jan-2009	US	SIGNAL-SAFE
925450	08-Apr-2008	Mexico	MIDDLE ATLANTIC PRODUCTS
925451	08-Apr-2008	Mexico	MIDDLE ATLANTIC PRODUCTS