

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT I

LIST OF TRADEMARK AND TRADEMARK APPLICATIONS

See attached.

Owner: SAMSON TECHNOLOGIES CORP.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HARTKE	100100-00535/ Argentina	Registered IN 9	2,738,280 04-Oct-1995	2,204,490 06-Jun-1997
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: IN 9 APPARATUS FOR REPRODUCTION, TRANSMISSION AND AMPLIFICATION OF SOUND OR IMAGES OF SOUND OR IMAGES</p>				
HARTKE	100100-00511/ Australia	Registered 09 Int.	552,545 22-Mar-1991	A552,545 11-Feb-1993
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 09 Int. Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disc; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.</p>				
HARTKE	100100-00543/ Bolivia	Registered 09 Int.	66402-C 07-Nov-1995	66402-C 20-Jul-1998
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 09 Int. Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disc; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.</p>				
HARTKE	100100-00536/ Brazil	Registered IN 9	818999403 11-Jan-1996	818999403 08-Sep-1998
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: IN 9 BRAZILIAN 9.30, 9.35 & 9.80 apparatus and instruments; amplifiers for base guitars; cabinets for base guitar loudspeakers; cabinets for base guitar and guitar loudspeakers; instrument sets, comprised of amplifiers and loudspeakers in a cabinet; audio loudspeakers; loudspeaker transformers; communication apparatus in general; parts and components of the aforementioned products</p>				

Owner: SAMSON TECH. CO. INC.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HARTKE	100100-00542/ Chile	Registered IN 9	327,708 30-Nov-1995	471,661 13-Nov-1996

Related Case:
Old Client Code: ASHS

Goods: Class: IN 9
SCIENTIFIC NAUTICAL SURVEYING ELECTRIC PHOTOGRAPHIC CINEMATOGRAPHIC
OPTICAL WEIGHING MEASURING SIGNALLING CHECKING (SUPERVISION) LIFE-SAVING &
TEACHING APPARATUS & INSTRUMENTS; APPARATUS FOR RECORDING TRANSMISSION
OR REPRODUCTION OF SOUND OR IMAGES; ETC.

HARTKE	100100-00513/ China (People's Republic)	Registered 09 Int.	91018606 13-May-1991	591,472 20-Apr-1992
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Related Case:
Old Client Code: ASHS

Goods: Class : 09 Int.
LOUDSPEAKERS, AMPLIFIERS AND REALTED ELECTRONIC EQUIPMENT AND APPARTUS.

HARTKE	100100-00541/ Colombia	Registered IN 9	95050618 16-Oct-1995	188,444 29-May-1996
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Related Case:
Old Client Code: ASHS

Goods: Class: IN 9
SCIENTIFIC NAUTICAL SURVEYING ELECTRIC PHOTOGRAPHIC CINEMATOGRAPHIC
OPTICAL WEIGHING MEASURING SIGNALLING CHECKING (SUPERVISION) LIFE-SAVING &
TEACHING APPARATUS & INSTRUMENTS; APPARATUS FOR RECORDING TRANSMISSION
OR REPRODUCTION OF SOUND OR IMAGES; ETC.

HARTKE	100100-00540/ Ecuador	Registered IN 9	62571 30-Oct-1995	1991-97 06-Aug-1997
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Related Case:
Old Client Code: ASHS

Goods: Class: IN 9
SCIENTIFIC NAUTICAL SURVEYING ELECTRIC PHOTOGRAPHIC CINEMATOGRAPHIC
OPTICAL WEIGHING MEASURING SIGNALLING CHECKING (SUPERVISION) LIFE-SAVING &
TEACHING APPARATUS & INSTRUMENTS; APPARATUS FOR RECORDING TRANSMISSION
OR REPRODUCTION OF SOUND OR IMAGES; ETC.

HARTKE	100100-00510/ Hong Kong	Registered IN 9	1766/92 29-Feb-1992	362/94 24-Jan-1994
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Related Case:
Old Client Code: ASHS

Goods: Class: IN 9
LOUDSPEAKERS, AMPLIFIERS, MIXERS AND PRE-AMPLIFIERS

Owner: SHARSON TECHNOLOGIES CORP.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HARTKE	100100-00518/ Japan	Registered 09 Int.	03-052544 23-May-1991	2,719,217 31-Jan-1997
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 09 Int. ELECTRIC COMMUNICATION MACHINE INSTRUMENT; AN ELECTRONIC APPLICATION MACHINE INSTRUMENT AND ITS PART (WAS RECLASSIFIED FROM JAPANESE CLASS 11)</p>				
HARTKE	100100-00517/ Korea, Republic of	Registered NA 39	5185/91 26-Feb-1991	252,012 15-Oct-1992
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: NA 39 KOREAN CLASS 39-VOICE-FREQUENCY TRANSMISSION APPARATUS, SOUND-RECORDING APPARATUS AND IMPLEMENT, LOUDSPEAKER, MICROPHONE, FREQUENCY CONVERTER, AMPLIFIER SOUND REPRODUCTION APPARATUS</p>				
HARTKE	100100-00516/ Korea, Republic of	Registered NA 51	5186/91 26-Feb-1991	233,832 11-Mar-1992
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: NA 51 KOREAN CLASS 51 PIANO, TRUMPET, TROMBONE, SAXOPHONE, GUITAR, ELECTRIC GUITARS, DRUM, ELECTRONIC ORGAN, ELECTRONIC ORGAN DAMPER</p>				
HARTKE	100100-00539/ Peru	Registered IN 9	283858 06-Nov-1995	23261 07-Feb-1996
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS</p>				
HARTKE	100100-00809/ Russian Federation	Registered 09 Int., 15 Int.	2008709846 02-Apr-2008	380951 03-Jun-2009
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 09 Int. SOUND SYSTEM EQUIPMENT, NAMELY AUDIO SPEAKERS AND AMPLIFIERS, GUITAR AMPLIFIERS AND MUSICAL INSTRUMENT AMPLIFIERS, SIGNAL PROCESSORS, ELECTRONIC EFFECT PEDALS FOR USE WITH SOUND AMPLIFIERS; ELECTRICAL PICKUPS FOR USE WITH MUSICAL INSTRUMENTS. Class : 15 Int. MUSICAL INSTRUMENTS AND ACCESSORIES THEREFORE, NAMELY, MUSICAL INSTRUMENT STANDS, CARRYING CASES, CARRYING BAGS, GUITAR PICKS, FRETS, GUITAR STRAPS, GUITAR AND BASS STRINGS, TUNING APPARATUSES, CAPOS AND PICK GUARDS</p>				

Owner: SAMSON TECHNOLOGIES CORP.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HARTKE	100100-00512/ Singapore	Registered IN 9	3417/91 28-Mar-1991	3417/91 28-Mar-1991
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: IN 9 AMPLIFIERS</p>				
HARTKE	100100-00515/ Taiwan	Registered NA 77	(80)-014455 09-Apr-1991	539,101 16-Oct-1991
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class: NA 77 TAIWANESE CLASS 77-MUSICAL INSTRUMENTS AND THEIR COMPONENTS.</p>				
HARTKE	100100-00514/ Thailand	Registered IN 9	213,388 28-Mar-1991	154,389 28-Mar-1991
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 9 Speakers and amplifiers.</p>				
HARTKE	100100-00662/ United States of America	Registered 09 Int., 15 Int.	78/451,929 16-Jul-2004	3,017,601 22-Nov-2005
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHC <i>Goods:</i> Class : 09 Int. SOUND SYSTEM EQUIPMENT, NAMELY, AUDIO SPEAKERS AND AMPLIFIERS, GUITAR AMPLIFIERS AND MUSICAL INSTRUMENT AMPLIFIERS SIGNAL PROCESSORS, ELECTRONIC EFFECT PEDALS FOR USE WITH SOUND AMPLIFIERS; ELECTRICAL PICKUPS FOR USE WITH MUSICAL INSTRUMENTS.. Class : 15 Int. MUSICAL INSTRUMENTS AND ACCESSORIES THEREFORE, NAMELY, MUSICAL INSTRUMENT STANDS, CARRYING CASES, CARRYING BAGS, GUITAR PICKS, FRETS, GUITAR STRAPS, GUITAR AND BASS STRINGS, TUNING APPARATUSES, CAPOS AND PICK GUARDS.</p>				
HARTKE	100100-00802/ Venezuela	Registered 09 Int.	2007-026476 02-Nov-2007	P-295148 17-Jun-2009
<p><i>Related Case:</i> <i>Old Client Code:</i> ASHS <i>Goods:</i> Class : 09 Int. Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording disc; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.</p>				

Wednesday, June 23, 2010

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
HARTKE SPEAKER SYSTEM (DESIGN ONLY)	100100-00580/ China (People's Republic)	Registered 09 Int.	2001066419 24-Apr-2001	1762833 07-May-2002

Related Case:

Old Client Code: ASHC

Goods: Class : 09 Int.
BASS CONES SOLD AS A COMPONENT PART OF AUDIO SPEAKERS FOR ELECTRIC BASS GUITARS.

HARTKE SPEAKER SYSTEM (DESIGN ONLY)	100100-00545/ United States of America	Registered IN 9	75/101,973 10-May-1996	2,271,300 24-Aug-1999
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Related Case:

Old Client Code: ASHS

Goods: Class: IN 9
BASS CONES SOLD AS A COMPONENT PART OF AUDIO SPEAKERS FOR ELECTRIC BASS GUITARS

HARTKE SYSTEMS TRANSIENT ATTACK & DESIGN	100100-00550/ Brazil	Registered IN 9	818710039 06-Sep-1995	818710039 22-Sep-1998
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Related Case:

Old Client Code: ASHS

Goods: Class: IN 9
BRAZILIAN 9.35 & 9.80-COMMUNICATION APPARATUS IN GENERAL, AND THEIR COMPONENTS AND APPARATUS AND INSTRUMENTS PARTS AND COMPONENTS.

HARTKE SYSTEMS TRANSIENT ATTACK & DESIGN	100100-00631/ Canada	Registered NA	557748 21-Feb-1986	344533 09-Sep-1988
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Related Case:

Old Client Code: ASHC

Goods: NA - SOUND SYSTEMS EQUIPMENT NAMELY SPEAKERS.

HARTKE SYSTEMS TRANSIENT ATTACK & DESIGN	100100-00637/ Germany	Registered 09 Int.	H 71243 9WZ 03-Jan-1994	2078426 21-Sep-1994
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Related Case:

Old Client Code: ASHC

Goods: Class : 09 Int.
EQUIPMENT FOR RECORDING, TRANSMISSION AND REPRODUCTION OF SOUND, IN PARTICULAR LOUDSPEAKERS AND AMPLIFIERS.

HARTKE SYSTEMS TRANSIENT ATTACK & DESIGN	100100-00743/ United States of America	Registered 09 Int.	73/554,686 22-Aug-1985	1,418,212 25-Nov-1986
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Related Case:

Old Client Code: ASHC

Goods: Class : 09 Int.
SOUND SYSTEMS EQUIPMENT, NAMELY SPEAKERS.

Owner: SAMSON TECHNOLOGIES CORP

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SAMSON RESOUND	100100-00642/ California	Registered 09 Int.		109918 18-Mar-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHC				
<i>Goods:</i> Class : 09 Int. AUDIO SPEAKERS.				
SAMSON RESOUND	100100-00644/ Connecticut	Registered 09 Int.	16-Mar-2004	21989 16-Mar-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHC				
<i>Goods:</i> Class : 09 Int. AUDIO SPEAKERS.				
SAMSON RESOUND	100100-00649/ Illinois	Registered 09 Int.		092138 20-Apr-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHC				
<i>Goods:</i> Class : 09 Int. AUDIO SPEAKERS.				
SAMSON RESOUND	100100-00647/ Massachusetts	Registered 09 Int.	16-Mar-2004	64050 16-Mar-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHS				
<i>Goods:</i> Class : 09 Int. AUDIO SPEAKERS.				
SAMSON RESOUND	100100-00645/ New Jersey	Registered 09 Int.		21644 23-Mar-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHC				
<i>Goods:</i> Class : 09 Int. AUDIO SPEAKERS.				
SAMSON RESOUND	100100-00650/ North Carolina	Registered 21		T-17880 26-Apr-2004
<i>Related Case:</i>				
<i>Old Client Code:</i> ASHC				
<i>Goods:</i> Class :21 PRODUCTION OF AUDIO SPEAKERS, NAMELY PUBLIC-ADDRESS (PA) SYSTEMS SPEAKERS AND WEDGE MONITOR SPEAKERS.				

Owner: SAMSON TECHNOLOGIES CORP.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
SAMSON RESOUND	100100-00648/ Tennessee	Registered 09 Int.		29-Mar-2004

Related Case:

Old Client Code: ASHC

Goods: Class : 09 Int.
AUDIO SPEAKERS.

[EXECUTION]

**AMENDED AND RESTATED SECURITY AGREEMENT
(TRADEMARKS)**

AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS), dated as of November 3, 2010 (this "Agreement"), between Samson Technologies Corp., a New York corporation ("Assignor"), and Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignee, Assignor and certain affiliates of Assignor (together with Assignor, "Borrowers") have entered or are about to enter into the Amended and Restated Loan and Security Agreement dated on or about the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement," and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Assignee has made and may continue to make loans and advances and provide other financial arrangements to Borrowers, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Assignor grants to Assignee a security interest in certain of its personal property pursuant to the Loan Agreement;

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, certain United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks");

WHEREAS, Assignee and Assignor are parties to the Security Agreement (Trademarks), dated as of April 23, 1999 (as heretofore amended, modified or otherwise supplemented, the "Existing Trademark Security Agreement");

WHEREAS, in order to secure the Obligations (as defined in the Loan Agreement) Assignor has agreed to grant to Assignee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Assignee has requested Assignor to enter into this Agreement to evidence such security interest.

NOW WHEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, the parties hereto agree that the Existing Trademark Security Agreement shall be, and hereby is, amended and restated as follows:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignee to enter into the Loan Agreement and continue to make loans and advances to Borrowers, Assignor hereby grants to Assignee a security interest in the

following property of Assignor, whether now owned or hereafter acquired:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in the United States, any state of the United States and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Assignor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clauses (b) and (c) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Assignor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks, and the use thereof, subject to the terms and conditions of such licenses and agreements;
- (h) all goodwill of Assignor's business symbolized by or in any way related to the items set forth in clauses (a) through (g) above; and
- (i) all proceeds of any of the foregoing.

All of the foregoing items set forth in clauses (a) through (i) are hereinafter referred to collectively as the "Collateral".

Assignor hereby further agrees with Assignee as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Assignee relating to the Collateral and Assignee shall not be required to perform any covenant, duty or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor is the beneficial and record owner of the Collateral, and, to its knowledge, no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Assignor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge (other than the obligation to make certain royalty payments to Hartke Systems, Inc. through September 2015), encumbrance

or license (by Assignor as licensor), except that Assignor has licensed certain third parties to manufacture products under certain of the Trademarks for sale to Assignor and has licensed others to use certain of the Trademarks to sell products purchased from Assignor or to sell products in foreign countries purchased from Assignor's licensed manufacturers and except for liens and security interests in favor of Assignee, and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Assignee has taken the other actions contemplated by the Loan Agreement and this Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Assignee, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest, all in accordance with the terms and conditions of the Loan Agreement and all laws applicable to the perfection of a security interest in trademarks and trade names.

3. Covenants. Assignor will maintain and renew all items of Collateral and all registrations of the Collateral that are material to the conduct of its business and consistent with its reasonable business judgment and will defend the Collateral against the claims of all persons. Assignor will maintain the same standards of quality (which Assignee has reviewed) for the goods and services in connection with which the Trademarks are used as Assignor maintained for such goods and services prior to entering into this Agreement. Assignee shall have the right to enter upon Assignor's premises at all reasonable times and upon prior written notice to monitor such quality standards. Without limiting the generality of the foregoing, Assignor shall not permit the expiration, termination or abandonment of any Material Trademark (as defined below) without the prior written consent of Assignee; provided, that, so long as no Event of Default has occurred and is continuing, Assignor may permit the expiration, termination or abandonment of a Material Trademark for a particular use if Assignor determines in its reasonable business judgment that such Material Trademark does not have material value to the Borrowers or their business and such expiration, termination or abandonment is not adverse to the interests of the Borrowers in any material respect. If, after the date hereof but before the Obligations have been paid in full and the Financing Agreements shall be terminated, Assignor shall (a) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (b) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, Assignor shall give Assignee prompt written notice thereof and the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Assignee, Assignor shall promptly execute and deliver to Assignee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Assignee to evidence and perfect the security interest in such Collateral in favor of Assignee. As used herein, the term "Material Trademark" shall mean (a) a trademark or trademark application in the United States of America, whether now owned or hereafter acquired, for a company name under which any Borrower conducts business, (b) a trademark or trademark application in the United States of America, whether now owned or hereafter acquired, for the brand name of a product line sold by any Borrower and (c) any other trademark or trademark application in the United States of America, whether now owned or hereafter acquired, the loss of which could be reasonably expected to be materially adverse to the interests of the Borrower.

4. Use Prior to Default. Effective until Assignee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Assignee hereby grants to Assignor the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement. Other than as set forth in this Agreement, Assignee shall not contest, challenge, or take any action to interfere with Assignor's ownership, right, title and interest in and to the Trademarks.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Assignor's rights pursuant to Section 4 hereof shall, at Assignee's option, terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies under law available to Assignee. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and, subject to any limitations imposed under any license agreements constituting part of the Collateral, may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements and under applicable law. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf, provided, that, such appointment of Assignee shall not be deemed to revoke any powers of attorney previously granted by Assignor with respect to its Trademarks. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may conduct business under the Trademarks and Future Trademarks and produce, market, and sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignee to the contrary. The preceding sentence shall not limit any right or remedy granted to Assignee with respect to Assignor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Assignor shall execute, in the form of Exhibit 2 hereto, two (2) originals of a Special Conditional Power of Attorney (each, a "Power of Attorney") for the implementation of the assignment, sale or other disposal of the Trademarks and Future Trademarks pursuant to Section 5. Assignee hereby agrees that it shall not exercise the rights granted in any Power of Attorney unless (a) Borrowers shall fail to pay when due any of the Obligations or an Event of Default under Section 10.1 (g) or (h) of the Loan Agreement has occurred and is continuing and (b) Assignee has given Assignor no less than five (5) Business Days (as defined in the Loan Agreement) prior written notice of Assignee's intention to use such Power of Attorney. Provided that Assignee complies with the preceding sentence, Assignor hereby releases Assignee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Assignee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Assignee, as determined by a final, non-appealable order of a court of

competent jurisdiction. Each Power of Attorney shall be attached to a copy of this Agreement and furnished to third parties only with a copy of this Agreement.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived, without the prior written consent of both Assignor and Assignee. Notwithstanding the foregoing, Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit I hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to and of the Collateral may be assigned, transferred, or delegated by Assignor without the prior written consent of Assignee; and, provided further, that the Assignee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Assignor shall have the duty to prosecute diligently any application for the Material Trademarks until the Obligations shall have been paid in full, and to preserve and maintain all rights in the Material Trademarks, subject to the terms of the proviso to Section 3 hereof. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application or registration for any Material Trademark, without the consent of Assignee (such consent shall not be unreasonably withheld). Nothing herein shall, unless an Event of Default has occurred and is continuing, interfere with Assignor's rights to use, modify, adopt, discontinue use or prosecute of any Trademarks, or settle any disputes relating thereto consistent with its reasonable business judgment and in the ordinary course of conducting its business' provided, however, that Assignor shall use all reasonable good faith efforts to use, maintain, prosecute, register and enforce its Material Trademarks, subject to the terms of the proviso to Section 3 hereof. Nothing herein shall, unless an Event of Default has occurred and is continuing, interfere with Assignor's rights to license any Trademarks in accordance with the terms of Section 9.7 of the Loan Agreement.

12. Enforcement. Upon the occurrence and during the continuance of an Event of

Default, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 12.

13. Re-Assignment. At such time as Assignor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Assignee's remedies under the Financing Agreements after an Event of Default, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments (including but not limited to a Release of Security Interest in form recordable in the U.S. Patent and Trademark Office) as may be necessary or proper to release Assignee's lien in the Collateral, subject to any dispositions thereof that may have been made by Assignee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Agreement shall be given in the manner prescribed by the Loan Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

17. Financing Agreement. This Agreement is one of the Financing Agreements.

18. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. This Agreement may be delivered by telecopier or other method of electronic transmission with the same force and effect as the delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

SAMSON TECHNOLOGIES CORP., Assignor

By: David Charles

Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, successor by merger to
Congress Financial Corporation, Assignee

By: _____

Title: _____

[Signature Page for Amended and
Restated Security Agreement (Trademarks)]

STATE OF New York

) ss:

COUNTY OF Nassau

On the ___ of ___, 2010 before me personally came David Ash to me known, who being by me duly sworn, did depose and say that he is the Vice President of SAMSON TECHNOLOGIES CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Joni Ann Mattel

Notary Public

Toni Ann Mattel
Notary: State of New York
No# 01MA6160570
Qualified in Suffolk County
Term Expires 02/12/11

Joni Ann Mattel

STATE OF _____)

) ss:

COUNTY OF _____)

On the ___ of ___, 2010 before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Notary Public

[Notary Page for Amended and Restated Security Agreement (Trademarks)]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

SAMSON TECHNOLOGIES CORP., Assignor

By: _____

Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, successor by merger to
Congress Financial Corporation, Assignee

By:  _____

Title:  _____

[Signature Page for Amended and
Restated Security Agreement (Trademarks)]

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ of ____, 2010 before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of SAMSON TECHNOLOGIES CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF Massachusetts)
) ss:
COUNTY OF Suffolk)

On the 22nd of October, 2010 before me personally came Patrick Norton to me known, who being by me duly sworn, did depose and say that he is the Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Monique A. Arment
Notary Public

[Notary Page for Amended and Restated Security Agreement (Trademarks)]

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, SAMSON TECHNOLOGIES CORP., a New York corporation with its principal office at 278 Duffy Avenue, Hicksville, New York 11801 (hereinafter called "Assignor"), hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and all licenses therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to an Amended and Restated Security Agreement (Trademarks) dated on or about the date hereof, between Assignor and Assignee (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the "Financing Agreements" as such term is defined in the Security Agreement, are terminated.

Dated: _____, 2010

SAMSON TECHNOLOGIES CORP.

By: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On the ___ day of _____ 2010 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is the _____ of SAMSON TECHNOLOGIES CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public