

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type          |
|-----------------------|----------|----------------|----------------------|
| AAMP of Florida, Inc. |          | 09/06/2011     | CORPORATION: FLORIDA |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | General Electric Capital Corporation, as Agent |
| <b>Street Address:</b> | 201 Merritt 7                                  |
| <b>City:</b>           | Norwalk  |
| <b>State/Country:</b>  | CONNECTICUT                                    |
| <b>Postal Code:</b>    | 06851  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE                          |

**PROPERTY NUMBERS Total: 14**

| Property Type        | Number   | Word Mark                     |
|----------------------|----------|-------------------------------|
| Registration Number: | 3913060  | CONNECTING YOU TO YOUR MUSIC  |
| Registration Number: | 2624074  | INSTALLER CHALLENGE           |
| Serial Number:       | 77740871 | PAC                           |
| Registration Number: | 3411538  | PACIFIC ACCESSORY CORPORATION |
| Registration Number: | 3579789  | SELECT PRODUCTS               |
| Registration Number: | 3303064  | SOUND QUEST                   |
| Serial Number:       | 85381418 | AI                            |
| Serial Number:       | 85381412 | AMERICAN INTERNATIONAL        |
| Serial Number:       | 85140055 | GET CONNECTED                 |
| Serial Number:       | 85069748 | ISIMPLE                       |
| Serial Number:       | 85394004 | ISIMPLE CONNECT               |
| Serial Number:       | 85069750 | ISIMPLE GET CONNECTED         |
| Serial Number:       | 85060961 | PG PHOENIX GOLD               |
| Serial Number:       | 85069751 | PHOENIX GOLD                  |

**CH \$365.00 3913060**

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

|                    |                   |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Magdalini Rizakos |
| Signature:         | /mr/              |
| Date:              | 09/22/2011        |

Total Attachments: 5  
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source=AAMP- Trademark Security Agmt#page4.tif  
source=AAMP- Trademark Security Agmt#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of Sept 6<sup>th</sup>, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated November 16, 2006 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

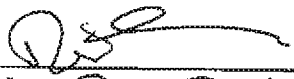
Very truly yours,

AAMP OF FLORIDA, INC.,  
as Grantor

By:   
Name: RONALD FREEDMAN  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Darro Indelicato  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademarks Registrations

| <u>Registered Owner</u> | <u>Trademark</u>              | <u>Jurisdiction</u> | <u>Class</u> | <u>Status</u> | <u>App/Reg. No.</u> |
|-------------------------|-------------------------------|---------------------|--------------|---------------|---------------------|
| AAMP of Florida, Inc.   | CONNECTING YOU TO YOUR MUSIC  | Federal TM          | 9            | Registered    | 77938044<br>3913060 |
| AAMP of Florida, Inc.   | INSTALLER CHALLENGE & DESIGN  | Federal SM          | 35           | Registered    | 76246183<br>2624074 |
| AAMP of Florida, Inc.   | PAC                           | Federal TM          | 9            | Registered    | 77740871<br>4004256 |
| AAMP of Florida, Inc.   | PACIFIC ACCESSORY CORPORATION | Federal TM          | 9            | Registered    | 77241670<br>3411538 |
| AAMP of Florida, Inc.   | SELECT PRODUCTS               | Federal SM          | 35           | Registered    | 77521197<br>3579789 |
| AAMP of Florida, Inc.   | SOUNDQUEST                    | Federal TM          | 9            | Registered    | 76526823<br>3303064 |

**TRADEMARK APPLICATIONS:**

|                       |                              |            |   |         |          |
|-----------------------|------------------------------|------------|---|---------|----------|
| AAMP of Florida, Inc. | AI & DESIGN                  | Federal TM | 9 | Pending | 85381418 |
| AAMP of Florida, Inc. | AMERICAN INTERNATIONAL       | Federal TM | 9 | Pending | 85381412 |
| AAMP of Florida, Inc. | GET CONNECTED                | Federal TM | 9 | Pending | 85140055 |
| AAMP of Florida, Inc. | ISIMPLE                      | Federal TM | 9 | Allowed | 85069748 |
| AAMP of Florida, Inc. | ISIMPLE CONNECT              | Federal TM | 9 | Pending | 85394004 |
| AAMP of Florida, Inc. | ISIMPLE GET CONNECTED        | Federal TM | 9 | Allowed | 85069750 |
| AAMP of Florida, Inc. | PG PHOENIX GOLD & DESIGN (1) | Federal TM | 9 | Pending | 85060961 |
| AAMP of Florida, Inc. | PHOENIX GOLD (STYLIZED)      | Federal TM | 9 | Allowed | 85069751 |