

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Company	Trademark	Jurisdiction	Registration/ Serial Number	Registration/ Filing Date
Performance Designed Products LLC	PERFORMANCE DESIGNED PRODUCTS	USA	3,707,032	11/3/09
Performance Designed Products LLC	PERFORMANCE DESIGNED PRODUCTS	USA	3,596,631	3/24/09
Performance Designed Products LLC	VG POCKET	USA	3,292,451	9/11/07
Performance Designed Products LLC	GET MORE GAME	USA	3,190,011	12/26/06
Performance Designed Products LLC	HB	USA	3,262,270	7/10/07
Performance Designed Products LLC	HEADBANGER AUDIO	USA	3,265,857	7/17/07
Performance Designed Products LLC	HEADBANGER	USA	3,146,749	9/19/06
Performance Designed Products LLC	GAME HAWK	USA	3,209,572	2/13/07
Performance Designed Products LLC	CODE BREAKER	USA	3,014,921	11/15/05
Performance Designed Products LLC	CODE BREAKER	USA	3,089,424	5/9/06
Performance Designed Products LLC	PERFORMANCE YOU CAN TRUST	USA	3,083,464	4/18/06
Performance Designed Products LLC	DAY ONE	USA	3,265,641	7/17/07

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Performance Designed Products LLC	AFTERGLOW	USA	3,862,049	10/12/10
Performance Designed Products LLC	AFTERGLOW	USA	3,824,693	7/27/10
Performance Designed Products LLC	STAGE KIT	USA	3,603,519	4/7/09
Performance Designed Products LLC	CODE BREAKER	USA	2,603,072	7/30/02
Performance Designed Products LLC	PELICAN	USA	2,257,653	6/29/99
Performance Designed Products LLC	ESI	USA	1,979,425	6/11/96
Performance Designed Products LLC	ELECTRO SOURCE	USA	1,948,919	1/16/96
Performance Designed Products LLC	PERFORMANCE DESIGNED PRODUCTS	EU	006173413	7/10/08
Performance Designed Products LLC	PDP	EU	006173421	12/24/07
Performance Designed Products LLC	VG POCKET	CHINA	5340391	9/7/09
Performance Designed Products LLC	VG POCKET	CHINA	5341455	5/21/09
Performance Designed Products LLC	VG POCKET	EU	005067491	5/31/07
Performance Designed Products LLC	VG POCKET	MEXICO	957206	10/12/06
Performance Designed Products LLC	VG POCKET	MEXICO	959730	10/30/06

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Performance Designed Products LLC	PELICAN (Logo)	USA	3,399,331	3/18/08
Performance Designed Products Ltd.	GAMETRAK	USA	3,012,944	11/8/05
Performance Designed Products Ltd.	GAMETRAK	UK	2,260,524	
Performance Designed Products Ltd.	GAMETRAK	EU	3,568,185	
Performance Designed Products Ltd.	GAMETRAK	UK	2,352,375	
Performance Designed Products Ltd.	IN2GAMES	UK	2,461,368	

Trademark Applications

Company	Trademark Application	Jurisdiction	Application/ Serial Number	Application Date
Performance Designed Products LLC	GOTALITY	USA	85/071125	6/24/10
Performance Designed Products LLC	PDP (Stylized)	USA	85/188709	12/1/10
Performance Designed Products LLC	PDP	USA	85/188608	12/1/10
Performance Designed Products LLC	HEADBANGER LOGO	USA	85/157832	10/21/10

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of April, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 22, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FSAR HOLDINGS, LLC, a Delaware limited liability company, as parent ("Parent"), PERFORMANCE DESIGNED PRODUCTS LLC, a California limited liability company, as borrower ("Borrower") and Lender, the Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of Lender and the Bank Product Providers, that certain Security Agreement, dated as of April 22, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of Lender and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit Lender and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

2.2. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

2.3. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of Lender and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and

supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, THAT; ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**PERFORMANCE DESIGNED PRODUCTS
LLC**

By: Kevin Johnson

Name: Kevin Johnson

Title: Chief Financial Officer

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC

By: _____

Name: Richard K. Schultz

Title: Director

Trademark Security Agreement

**TRADEMARK
REEL: 005033 FRAME: 0589**

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GRANTOR:

**PERFORMANCE DESIGNED PRODUCTS
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By: _____
Name: Kevin Johnson
Title: Chief Financial Officer

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC

By: 
Name: Richard K. Schultz
Title: Director

Trademark Security Agreement