

10-04-1999

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101160699

To the Honorable Commissioner of Patents and Trademarks: Attached original documents or copy thereof.

1. Name of conveying party(ies): RECOTON AUDIO CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 24, 1999

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

Name: The Chase Manhattan Bank, as Collateral Agent
 Internal Address: _____
 Street Address: 200 Jericho Quadrangle
 City: Jericho State: NY ZIP: 11753

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41): \$865.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

[Signature]
Signature

9/28/99
Date

Total number of pages comprising cover sheet: 18

Mail documents to be recorded with required cover sheet information
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

10/01/1999 1131779
40.00 DP
825.00 DP

TRADEMARK
REEL: 001968 FRAME: 0727

U.S. Trademarks Owned By Recoton Audio Corporation

TITLE	REG. NO.	APP. NO.
ACOUSTIC BLANKET	1,131,779	
ACOUSTIC RESEARCH	1,778,708	
ADVENT	1,008,947	
ADVENT AUDIO CINEMA	2,109,379	
ADVENT AUDIO FOCUS	1,963,960	
AMERICAN CLASSICS	1,506,971	
AR	927,195	
AR	1,430,911	
AR LIMITED	1,856,190	
CONCERT SERIES	1,608,904	
CONVERGENCE		75/251,168
CRANKCASE	2,107,821	
DAY SEQUERRA	1,599,377	
EPOCH	2,085,282	
FUTURA	2,126,526	
G.R.I.P.	1,987,119	
INTELICAR		75/691,704
JENSEN	1,126,365	
JENSEN	1,922,837	
JENSEN	501,769	
JENSEN CONCERT SERIES	1,246,955	
MARBL		75/583,887
DESIGN ONLY		74/059,030
DESIGN ONLY		74/059,031
DESIGN ONLY	2,185,236	
NITRO SERIES	2,153,300	

TITLE	REG. NO.	APP. NO.
PHASE LINEAR	1,064,373	
PHASE LINEAR	1,063,779	
POWERED PARTNERS	1,976,621	
QUADRAX	1,083,302	
TRIAx	632,607	
WHATTAYADEAF?	2,140,654	
GENERAL MAGNETIC	941,328	
PARTNERS	1,764,069	

U.S. Trademarks Owned By Recoton Corporation

TITLE	REG. NO.	APP. NO.
AMBICO	1,244,274	
AMPERSAND	2,144,410	
AVANTI	1,249,797	
BIG SHOT	1,291,327	
BOA	1,400,229	
BULLSEYE	1,936,144	
C.P.R.	1,287,695	
CABLEWORKS	1,831,936	
CARESET	1,315,283	
CD HYDROBATH	1,776,314	
CDSTEALTH	1,783,910	
CLEAN MATES	1,430,950	
CLEAN SOUND	1,108,343	
CLEAN STAT	1,142,333	
CLEAN-SWEEP	1,116,637	
COLOR-GRAMS	1,455,213	
DECATHLON	1,306,851	
DISCKIT	1,148,963	
DISCORGANIZER	1,162,769	
DISCWASHER	1,337,587	
DISCWASHER	1,017,697	
DISCWASHER	1,286,700	
E-CCESSORIES		75/691,207
EAR GEAR	1,901,501	
F.R.E.D.	1,410,298	

TITLE	REG. NO.	APP. NO.
FOR SOUND THAT'S LASER CLEAN	1,400,050	
GOLD CONNECTION	1,201,879	
HEAR GEAR	1,883,382	
IMAGIN-ACTION	1,290,804	
INSTA-CONNECT	1,414,090	
LASER-MATIC	1,648,627	
MICRODOT	1,416,483	
DESIGN ONLY		75/514,978
DESIGN ONLY	1,919,446	
DESIGN ONLY	1,409,318	
MUSICLEAN	1,144,650	
PARSEC	1,382,181	
PERFECT PATH	1,205,237	
PERFECTCASE	1,975,478	
POWER DRIVE	1,128,911	
POWER WAVE	1,654,250	
RAINBOW	1,159,204	
RECOTON	1,251,409	
RECOTON	1,303,380	
RECOTON	1,228,341	
RECOTON COMPUTER ACCESSORIES	1,304,584	
RECOTON STUDIO CASSETTE	1,282,269	
REMBRANDT	1,662,270	
ROAD GEAR	1,717,646	
ROAD GEAR	1,711,294	

TITLE	REG. NO.	APP. NO.
SIGNAL GRABBER	1,709,193	
SOLE CONTROL	1,916,205	
SOUND QUEST	2,005,942	
SOUNDMAN	1,240,981	
SPIKEMASTER	1,462,534	
STACK-ALL	1,683,806	
STEALTH	1,635,372	
SUPER DUPER	1,416,488	
TANGLEFREE	1,494,971	
THE PHONE CONNECTION	1,287,690	
THE STARTER SYSTEM	1,404,495	
ULTRA MAGNETICS	1,166,255	
WAVECATCHER	1,748,264	
Z BOX	1,237,162	
RECOTON	376,330	

U.S. Trademarks Owned By Recoton Home Audio, Inc.

TITLE	REG. NO.	APP. NO.
NHT	1,477,513	
NOW HEAR THIS		75/430,527

U.S. Trademarks Owned By Christie Design Corp.

TITLE	REG. NO.	APP. NO.
CINEMATE	2,072,542	
SEQUEL	2,116,675	
MUSICLITES		74/697,601
SOUNDLITES		74/697,604

U.S. Trademarks Owned By Interact Accessories, Inc.

TITLE	REG. NO.	APP. NO.
V-MEM		75/642,744
GAMESHARK PRO		75/642,723
NETSHARK		75/592,250
TURBORAM		75/571,590
ABUSE THE POWER		75/307,131
V4		75/501,400
HAMMERHEAD		75/526,274
SHARKBYTE		75/529,602
MILLENNIUM		75/614,849
DEXDRIVE		75/544,786
DESIGN ONLY		75/593,860
SHARKPAD PRO	2,238,027	
SHARKWIRE		75/672,740
GAME SHARK	2,203,092	
ARCADE SHARK	2,191,419	
DESIGN ONLY		75/666,487
BIG WAVE		75/703,946
WEB.REMOTE		75/221,436
HACKERY		75/698,758
SHARKWIRE ONLINE		75/692,264
DANGEROUS WATERS		75/703,945
DESIGN ONLY		75/666,485
SHARKWIRE ONLINE		75/694,219

U.S. Trademarks Owned By AAMP of Florida

TITLE	REG. NO.	APP. NO.
CLEAR PATH	2,107,772	
CLEAR PATH TECHNOLOGIES		75/285,695
OCEAN ELECTRONICS		75/047,810
PERIPHERAL	2,153,385	
ROADKILL	1,830,270	
STINGER		75/057,862
STINGER	2,127,490	
STINGER	1,673,306	
STINGER	2,096,339	
BEST		75/153,859

U.S. Trademarks Licensed By Recoton Corporation

TITLE	REG. NO.	APP. NO.
CENTERPIN TECHNOLOGY	2,096,935	
DESIGN ONLY		75/310,072

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September __, 1999, is made by Recoton Corporation (the "Borrower"), Christie Design Corporation, InterAct Accessories, Inc., Recoton Audio Corporation, ReCone, Inc., Recoton Home Audio, Inc., Recoton Japan, Inc., Recoton International Holdings, Inc., Recoton European Holdings, Inc. and AAMP of Florida, Inc. (collectively with the Borrower, the "Grantors"), in favor of The Chase Manhattan Bank, as collateral agent (the "Collateral Agent") for the Secured Creditors (as defined below) pursuant to the Collateral Agreement executed and delivered by the Grantors, dated as of September 8, 1999 (the "Collateral Agreement").

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement each of the Grantors has granted to the Collateral Agent the several continuing security interests referred to in the Collateral Agreement in the Collateral, including Trademarks and Trademark Licenses now owned or at any time hereafter acquired, to secure its obligations (i) in the case of the Borrower, under the LIFO Credit Agreement (such term and each other capitalized term used herein having the respective meanings referred to below) and the Existing Senior Creditor Agreements and (ii) in the case of each Grantor other than the Borrower, under the Guarantees;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to secure (i) the full and punctual payment of the Secured Obligations in accordance with the terms thereof and (ii) the performance by each Grantor of its obligations hereunder and under the LIFO Loan Documents, each Grantor hereby agrees, for the benefit of the Collateral Agent and the Secured Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings assigned thereto in, or incorporated by reference into, the Collateral Agreement. The rules of interpretation and construction set forth in MRA Appendix A shall apply herein as if fully set forth herein.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants the Collateral Agent (a) a first priority continuing security interest, for the benefit of the holders of the First Priority Obligations, (b) a second priority continuing security interest, for the benefit of the holders of the Second Priority Obligations and (c) a third priority continuing security interest, for the benefit of the holders of the Third Priority Obligations, in and to the Trademarks and Trademark Licenses listed on Schedule A hereto to secure payment, performance and observance of such Grantors' various obligations in respect of the First Priority Obligations, the Second Priority Obligations and the Third Priority Obligations, respectively.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grants of security interests described herein with the United States Patent and Trademark Office. Such security interests have been granted as a

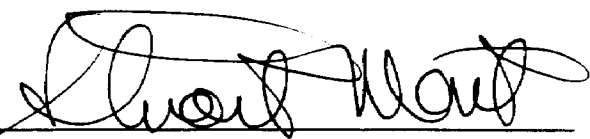
supplement to, and not in limitation of, the security interests granted to the Collateral Agent under the Collateral Agreement.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

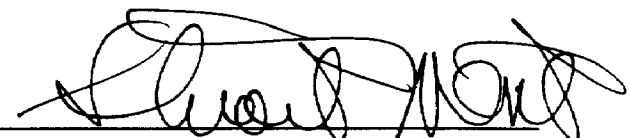
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RECOTON CORPORATION

By: 
Name: Stuart Mont
Title: Chief Operating Officer
Executive Vice President

SUBSIDIARIES

- Christie Design Corporation, a Delaware corporation
- InterAct Accessories, Inc., a Delaware corporation
- Recoton Audio Corporation, a Delaware corporation
- ReCone, Inc., a Delaware corporation
- Recoton Home Audio, Inc., a California corporation
- Recoton Japan, Inc., an Illinois corporation
- Recoton International Holdings, Inc., a Delaware corporation
- Recoton European Holdings, Inc., a Delaware corporation
- AAMP of Florida, Inc., a Florida corporation

By: 
Name: Stuart Mont
Title: Vice President

THE CHASE MANHATTAN BANK, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RECOTON CORPORATION

By: _____
 Name: Stuart Mont
 Title: Chief Operating Officer
 Executive Vice President

SUBSIDIARIES

Christie Design Corporation, a Delaware corporation
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 AAMP of Florida, Inc., a Florida corporation

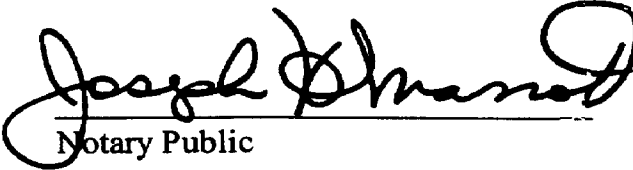
By: _____
 Name: Stuart Mont
 Title: Vice President

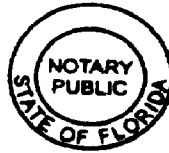
THE CHASE MANHATTAN BANK, as Collateral Agent

By: ~~_____~~
 Name: R. A. O'Neil
 Title: Managing Director

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

On the 22 day of SEPTEMBER, 1999, before me personally came STUART MONT, who is personally known to me to be the CHIEF OPERATING OFFICER of Recoton Corporation, a New York corporation; who, being duly sworn, did depose and say that he is the EXECUTIVE VICE PRES. in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

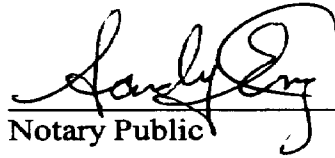

Notary Public



JOSEPH H. MASSOT
My Comm Exp. Jun 27, 2001
Bonded By Old Republic
No. 655924
 Personality Known Other I.D.

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 24th day of SEPTEMBER, 1999, before me personally came A. A. Odeh, who is personally known to me to be the Managing Director of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

SANDY C. ENG
Notary Public, State of New York
No. 01EN5019103
Qualified in Kings County 99
Commission Expires Oct. 12, 1999

Schedule A

Title of Trademark

Registration/Serial Number

509600-0251-08111-999DG76A-ASG

RECORDED: 09/29/1999

**TRADEMARK
REEL: 001968 FRAME: 0744**