Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERC
RECORDATION	United States Patent and Trademark Offi FORM COVER SHEET
TRADEM	ARKS ONLY 19182 - 345
To the Director of the U. S. Patent and Trademark Office: P	Please record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of analysis
Audio Products International Corp.	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  X No
	Name: JPMorgan Chase Bank, N.A.,
Individual(s) Association	Internal as agent Address:
General Partnership  Limited Partnership	
Corporation- State:	Street Address: 1300 8 945 ST
X Other <u>Ontario - CANADA Corp.</u>	City: Cleve (and
Citizenship (see guidelines)	State: Otto
Additional names of conveying parties attached? Yes X	Country: <u>USA</u> Zip: <u>94114</u>
	Association Citizenship
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) April 22, 2008	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	Other Citizenship
Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No
	(Designations must be a separate document from assignment)
<ol> <li>Application number(s) or registration number(s) an A. Trademark Application No.(s)</li> </ol>	B. Trademark Registration No.(s)
	Additional
<ul><li>C. Identification or Description of Trademark(s) (and Filing</li></ul>	Additional sheet(s) attached? X Yes No Date if Application or Registration Number is unknown):
	: ( Salas and Administration is unknown):
5. Name & address of party to whom correspondence	
concerning document should be mailed:	o. Total number of applications and
dame: Laura Konrath	registrations involved: 25
nternal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640
	Authorized to be charged by credit card
treet Address: 35 W. Wacker Dr.	Authorized to be charged to deposit account
	Enclosed Enclosed
ity: Chicago	8. Payment Information:
tate: IL Zip: 60601	_
hone Number: 312–558–6352	a. Credit Card Last 4 Numbers Expiration Date
312–558–5700	b. Deposit Account Number 232428
mail Address: 1komrath@winston.com	
	Authorized User Name La Ca Ton Cath
- January Cull	5/5/08
Laura Konrath	Date
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:
Documents to be recorded (including cover sheet)	hould be 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule 1

# Continuation Item 4

## REGISTERED AND PENDING TRADEMARKS:

Mark	Country	Ser./Reg. No. App./Reg. Date	Record Title Owner
ENERGY (Stylized)	US	78/662,423 7/1/2005	Audio Products International Corp
UNI-THEATER	US	3,085,405 4/25/2005	Audio Products International Corp
CONNOISSEUR	US	3,188,740 12/26/2006	Audio Products International Corp
ENERGYPRO and Design	US	78/573,728 2/23/2005	Audio Products International Corp
ENERGYPRO	US	78/573,697 2/23/2005	Audio Products International Corp
DB+ (Stylized)	US	76/605,327 8/3/2004	Audio Products International Corp
ATHENA TECHNOLOGIES and Design  athena	US	3,072,470 3/28/2006	Audio Products International Corp
NANOSAT	US	3,089,088 5/9/2006	Audio Products International Corp
ACT	US	3,067,050 3/14/2006	Audio Products International Corp
OMNISAT	US	2,905,570 11/30/2004	Audio Products International Corp
ENERGY	US	2,777,234 10/28/2003	Audio Products International Corp
ENCORE	US	2,572,641	Audio Products International Corp



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		4/29/2003	
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		10/12/2004	
SUBSTRATA	US	2,675,849	Audio Products International Corp
		1/21/2003	
TAKE 1	US	2,203,488	Audio Products International Corp
		11/17/1998	
OMNIPOLAR	US	2,213,581	Audio Products International Corp
		12/29/1998	
ATHENA DIGITAL	US	2,285,660	Audio Products International Corp
	•	10/12/1999	•
VERITAS	US	1,896,804	Audio Products International Corp
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ENERGY and Design	US	1,807,139	Audio Products International Corp
<u> </u>		11/30/1993	
ENERGY			
MIRAGE (Stylized)	US	1,796,264	Audio Products International Corp
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IMAGE and Design	US	1,483,139	Audio Products International Corp
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MIRAGE	US	1,193,902	Audio Products International Corp
VIIRAGE		4/20/1982	Trans Trouws International Comp
SOUND DYNAMICS	US	1,147,531	Audio Products International Corp
JOOND DITAMICS		2/14/1981	. Idaio i roducis inicinational Corp
SPHEREX	US	1,736,140	Spherex, Inc. 1
DITIEREA	03	12/1/1992	opheren, me.

## TRADEMARK LICENSES:

-Amended Licensing Agreement, dated as of May 1, 2007, by and between the Grantor and Gentec, pursuant to which Grantor licenses use of its "Energy" mark to Gentec

CHI:2049133.2

<sup>&</sup>lt;sup>1</sup> Spherex, Inc. was amalgamated with Audio Products International Corp. and 2109679 Ontario Inc. on August 14, 2006 to form the current Audio Products International Corp.

Winston & Strawn

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 22, 2008, is between Audio Products International Corp., an Ontario, Canada corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Secured Creditors" (as such term is hereinafter defined).

#### WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on <u>Schedule 1</u> annexed hereto, and is a party to the Trademark licenses listed on <u>Schedule 1</u> annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark:
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this day of April, 2008.

AUDIO PRODUCTS INTERNATIONAL CORP.

Title:\_\_\_\_

Acknowledged:

JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Creditors

By:\_\_\_\_

Title:\_\_\_\_

## **ACKNOWLEDGMENT**

State of Military )

County of Military )

ss

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Audio Products International Corp., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Beard of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seat}

Thilane & Junkleye Notary Public Junkleye

Signature Page to Trademark Security Agreement

Winston & Strawn

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04/21/2008 11:36 216-781-2071

CHASE BUSINESS CREDT

PAGE 06/08

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly
executed by its duly authorized officer thereunto as of this April, 2008.
• •

executed by its duly authorized officer thereu	into as of this A. day of April, 2008.
	AUDIO PRODUCTS INTERNATIONAL CORP.
	Ву:
	Title:
Acknowledged:	
IPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Creditors  By:  Title: VIII January	
ACK	NOWLEDGMENT
State of	
executed the foregoing instrument as the ab- who being by me duly swom, did depose a	fore me personally appeared the above-indicated person who ove-indicated officer of Audio Products International Corp., and say that he is such officer of such corporation; that the if of said corporation by order of its Board of Directors; and he free act and deed of said corporation.
{Seal}	Notary Public

Signature Page to Trademark Security Agreement

## Schedule 1

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CHI:2049133.2

**TRADEMARK REEL: 003772 FRAME: 0352** 

**RECORDED: 05/05/2008** 

<sup>&</sup>lt;sup>1</sup> Spherex, Inc. was amalgamated with Audio Products International Corp. and 2109679 Ontario Inc. on August 14, 2006 to form the current Audio Products International Corp.