

10-04-1999

HEET



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RECOTON CORPORATION (NY Corporation)
Additional name(s) of conveying party(ies) attached? Yes No

MRD
9-29-99

2. Name and address of receiving party(ies):
Name: The Chase Manhattan Bank, as Collateral Agent
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: September 24, 1999

Street Address: 200 Jericho Quadrangle
City: Jericho State: NY ZIP: 11753
Additional name(s) & addresses attached? Yes No

4. Application number(s) or patents number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) See attached Schedule A

B. Patent 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 patents involved: 41

7. Total fee (37 CFR 3.41): \$1,640.00
 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

Kristopher E. Ahrend
Signature

9/28/99
Date

Total number of pages comprising cover sheet: 12

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

10/01/1999 00000377 44R010 1640.00 DF 01 FC:581

PATENT
REEL: 010272 FRAME: 0348

U.S. Patents Owned By Recoton Corporation

TITLE	REG. NO.	APP. NO.
Twist-Inhibiting Appliance for Connecting a Cable of a Telephone Set or the Like	4,472,010	
Disc Cleaner	4,561,142	
Cartridge-Shaped Cleaning Device	4,825,319	
Rotatable Connector	4,699,591	
Cassette Adapter for Playback Device, Such as a Compact Disk Player	4,734,897	
Automotive Dashboard Radio Mounting Assembly	4,738,420	
Wireless Remote Speaker System	4,829,570	
Wireless Remote Speaker System	4,847,903	
Remote Control Repeater	4,980,665	
In Line Switchable Audio Enhancement Device for CD Adapter	5,161,131	
System for Local Wireless Transmission of Signals at Frequencies Above 900 MHZ	5,272,525	
Wireless CD/Automobile Radio Adapter	5,319,716	
Apparatus for Demagnetizing the Magnetic Head of a Cassette Tape Recording and/or Reproducing Device	5,341,263	
Video Transfer Device	5,345,260	
Wireless Signal Transmission Systems, Methods and Apparatus	5,349,386	
Systems, Methods and Apparatus for Transmitting Radio Frequency Remote Control Signals	5,383,044	
Wireless Signal Transmission Systems, Methods and Apparatus	5,410,735	
Child-Safe Power Strip	5,902,140	
Record Cleaner Kit	D245,307	

TITLE	REG. NO.	APP. NO.
Rotatable Modular Connector for a Telephone	D305,532	
Indoor Television Antenna	D306,862	
Antenna	D321,883	
Picture Frame Antenna	D332,262	
Low Power Transmitter and Receiver	D347,219	
Antenna	D378,368	
Speaker Light Unit Connected to Conventional Electric Light Socket		09/153,286
Wireless Transmission Systems		08/839,356
Wireless Transmission Systems		08/999,118
Digital Recorder for Car Radio		09/055,628
Programable Channel Scan Delay		09/057,069
Collapsible Folded Dipole Antenna		09/099,974
Hand Held Device Having Automatic Backlight		09/130,239
Remote Finder		09/140,242
Adapter for Mounting Speakers		09/160,248
Wireless Transmission System including Auto Tune		09/178,284
In-Ceiling Loudspeaker		09/183,747
Automobile Radio including Wireless Transmitter		09/185,940
Rear Channel Home Theater Wireless Speaker System		09/225,946
Solid State Audio Player in a Compact Cassette Case		09/298,034
Electronic Apparatus including Power Surge Protector and Power Line Network		09/298,043
Interactive Gaming Device		60/129,091

PATENT SECURITY AGREEMENT

THIS PATENT 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 Patents and Patent 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 Patents and Patent 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

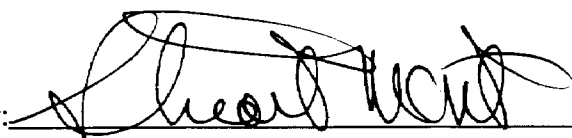
supplement to, and not in limitation of, the security interests granted to the Collateral Agent under the Collateral Agreement.

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 Patents and Patent 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.

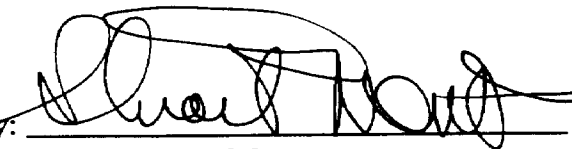
RECOTON CORPORATION

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
 InterAct Accessories, Inc., a Delaware corporation
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 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: R. A. Odell
 Title: Managing Director

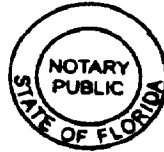
STATE OF FLORIDA)

) 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.

Joseph H. Massot
Notary Public




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

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the 24th day of SEPTEMBER, 1999, before me personally came R. A. Odell, 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
Commission Expires Oct. 12, 1999

SCHEDULE A

Title of Patent

Patent/Serial Number

509600-0251-08111-999DG4DL-ASG

U.S. Patents Owned By Recoton Audio Corporation

TITLE	REG. NO.
Loudspeaker with Acoustic Band-Pass Filter	4,875,546

U.S. Patents Licensed By Recoton Corporation

TITLE	REG. NO.
Electrical Connector	5,704,814
Convertible Analog-Digital Mode Display Device	5,033,824
Method and Apparatus for Indicating State of Charge of a Battery	5,105,156
Apparatus and Method for Indicating State of Charge of a Battery	5,130,658
Cleaner Unit for Information Disks	5,126,992
Rotatable Electrical Connector for Telephone Cord	4,533,796
Rotatable Electrical Connector for Coiled Telephone Cord	4,583,797
Rotatable Electrical Connector for Coiled Telephone Cord	RE32,805
Rotatable Electrical Connector for Coiled Telephone Cords	4,590,337