

04-25-2003

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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):
MONSTER CABLE PRODUCTS, INC.
4-11-03
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: COMERICA BANK - CALIFORNIA
Internal Address: _____
Street Address: 275 BATTERY STREET
SUITE 100
City: SAN FRANCISCO State: CA Zip: 94111
Additional name(s) & address(es) attached? Yes No

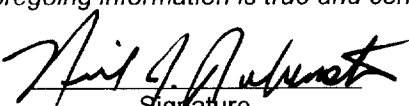
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: FEBRUARY 28, 2003

4 Application number(s) or patent 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) _____ B. Patent No.(s) PLEASE SEE ATTACHED EXHIBIT A.
Additional numbers attached? Yes No

5 Name and address of party to whom correspondence concerning document should be mailed:
Name: BUCHALTER, NEMER, FIELDS & YOUNGER
Internal Address: C/O NEIL J. RUBENSTEIN, ESQ.
Street Address: 333 MARKET STREET
25TH FLOOR
City: San Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: 28
7. Total fee (37 CFR 3.41).....\$ 715
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
NEIL J. RUBENSTEIN, ESQ.  APRIL 3, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

04/24/2003 ECODPER 00000137 5469509

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

01 FC:802

1120.00 DP

PATENT
REEL: 013974 FRAME: 0735

EXHIBIT A

Title	Patent No.	Grant Date	Cty
Car Audio System with High Signal Output	5,469,509	21-Nov-95	USA
Cable Connector Having Removable Coded Rings	5,529,513	25-Jun-96	USA
Connector for an Electrical Signal Transmitting Cable	5,564,942	15-Oct-96	USA
Power Line Connection	5,589,718	31-Dec-96	USA
Cable & Mounting Bracket Assembly & Method	5,736,673	07-Apr-98	USA
Audio & Video Signal Distribution System & Method	5,757,936	26-May-98	USA
Composite Audio/Video Cable Assembly	5,792,986	11-Aug-98	USA
Speaker & Amplifier System	5,796,853	18-Aug-98	USA
Product Display Package	5,875,893	02-Mar-99	USA
Cable Connector	D366,862	06-Feb-96	USA
Cable Connector	D366,863	06-Feb-96	USA
Dual Turbine-Shaped Connector	D366,864	06-Feb-96	USA
Cable Connector with Symmetrical Housing	D367,036	13-Feb-96	USA
Cable Connector	D371,762	16-Jul-96	USA
Packaging for Cables	D372,193	30-Jul-96	USA
Cable Connector	D374,862	22-Oct-96	USA
Cable Connector	D376,580	17-Dec-96	USA
Packaging for Cables	D380,963	15-Jul-97	USA
Packaging for Cables	D384,579	07-Oct-97	USA
Cable Assembly	D387,733	16-Dec-97	USA
Packaging for Cables	D389,402	20-Jan-98	USA
Cable Assembly with Pod Housing	D392,942	31-Mar-98	USA
Package	D396,632	04-Aug-98	USA
Package	D400,096	27-Oct-98	USA
Package	D405,367	09-Feb-99	USA
Package	D405,368	09-Feb-99	USA
Package	D405,688	16-Feb-99	USA
Package	D406,753	16-Mar-99	USA

GRANT OF SECURITY INTEREST IN PATENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monster Cable Products, Inc., a California corporation ("Pledgor"), with its principal place of business located at 455 Valley Drive, Brisbane, California 94005, hereby grants to Comerica Bank-California, a California banking corporation, as Agent for Lenders ("Agent"), with an office at 275 Battery Street, Suite 1100, San Francisco, California 94111, a security interest in the following:

(a) All of Pledgor's right, title and interest in and to the patents, patent applications and like protections set forth on Exhibit A hereto, including without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively referred to as "Patents");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights set forth above;

(c) All licenses or other rights to use of the Patents, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Patents; and

(e) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

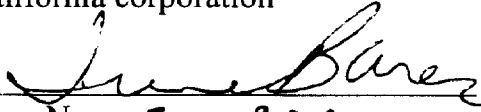
This Agreement is made to secure prompt payment of any and all Obligations and in order to secure prompt performance by Monster Cable Products, Inc. of each of its covenants and duties under the Loan and Security Agreement, dated November 22, 2000, among Monster Cable Products, Inc., Imperial Bank, and Bank One, Arizona, NA (as amended, modified and restated, the "Loan and Security Agreement"). This Agreement has been granted in conjunction with the security interest granted to Agent in the Loan and Security Agreement. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. Capitalized terms not defined herein shall have the

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meanings ascribed to them in the Loan and Security Agreement. In the event that any provisions of this Agreement conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of February 28, 2003.

MONSTER CABLE PRODUCTS, INC.,
a California corporation

By: 
Name: Irene Baran
Title: COO

COMERICA BANK-CALIFORNIA,
a California banking corporation, as Agent

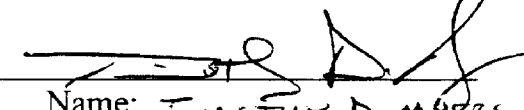
By: 
Name: TIMOTHY D. MEARS
Title: VICE PRESIDENT

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