

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Orchard First Source Capital, Inc. (f/k/a/ First Source Financial Inc.)

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Execution Date(s) May 27, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Interest
- Merger
- Change of Name
- Amendment and Assignment of Intellectual Property

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Patriarch Partners Agency Services, LLC

Internal

Address:

Street Address: 112 South Tryon Street, Suite 700

City: Charlotte

State: North Carolina

Country: USA Zip: 28284

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Registration Number: 1,979,425

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached additional Six (6) sheets

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

Name: Stanley Tobias

Internal Address: Richards Spears Kibbe & Orbe LLP
29th Floor

Street Address: One World Financial Center

City: New York

State: New York Zip: 10281

Phone Number: 212-530-1800

Fax Number: 212-530-1801

Email Address: stobias@rsko.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503433
Authorized User Name Stanley Tobias

9. Signature:



Signature
Stanley Tobias

June 6, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 503433 1979425

ATTACHMENT 1Trademarks registered with the United States Patent and Trademark Office:

1. Trademark: ESI & Design
Registration No.: 1,979,425
Date Registered: June 11, 1996
2. Trademark: ELECTRO SOURCE
Registration No.: 1,948,919
Date Registered: January 16, 1996
Class: 42
3. Trademark: PELICAN
Registration No.: 2,257,653
Date Registered: June 29, 1999
Class: 28
2. Trademark: PELICAN logo
Registration No.: 2,286,073
Date Registered: October 12, 1999
Class: 9

Licenses:

In connection with the distribution of products, Borrower has been given rights to use manufacturers' (including Sega and Sony) trademarks in connection with the sale of the manufacturers' products.

**AMENDMENT AND ASSIGNMENT
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") dated as of May 27, 2005, is made by and among **ORCHARD FIRST SOURCE CAPITAL, INC.** (f/k/a First Source Financial, Inc.), as resigning Agent under the Seconded Amended Loan Agreement described below ("First Source"), **PATRIARCH PARTNERS AGENCY SERVICES, LLC**, as successor Agent under the Second Amended Loan Agreement described below ("PPAS"), and **ELECTRO SOURCE, LLC**, a California limited liability company ("Borrower").

BACKGROUND:

A. Borrower and Sanwa Business Credit Corporation, as predecessor-in-interest to Fleet Business Credit Corporation ("Fleet"), entered into that certain Intellectual Property Security Agreement dated as of July 23, 1997 (as the same may be amended, restated or modified from time to time, the "IP Security Agreement"), which IP Security Agreement was recorded in the United States Patent and Trademark Office on August 19, 1997 on Reel 1623, Frame 0678;

B. Pursuant to the IP Security Agreement, Borrower granted to Sanwa, as predecessor-in-interest to Fleet and as Agent on behalf of the Lenders party to the Loan and Security Agreement dated as of July 23, 1997 (as amended, the "Loan Agreement") a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Patents, Trademarks and Copyrights, including those referred to in Attachment 1 hereto;

C. Borrower, Fleet, as Agent, and the Lenders party thereto entered into that certain Amended and Restated Loan and Security Agreement dated as of July 18, 2000 (as amended, the "Amended Loan Agreement"), which, without constituting a novation, amended and restated the Loan Agreement, and, in connection therewith, Borrower reaffirmed its agreements and obligations under the IP Security Agreement and its prior grants of security interests in favor of Fleet, as Agent, on behalf of the lenders thereunder.

D. Pursuant to a letter dated January 10, 2001, Fleet resigned as Agent under the Amended Loan Agreement, and, pursuant to an Appointment of Agent dated as of June 29, 2001, the Requisite Lenders (as defined in the Amended Loan Agreement) appointed First Source as the successor Agent.

E. Borrower, First Source, as Agent, and the Lenders party thereto entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 4, 2002 (as the same has been amended, supplemented or otherwise modified from time to time, the "Second Amended Loan Agreement"), which, without constituting a novation, amended and restated the Amended Loan Agreement, and, in connection therewith, Borrower reaffirmed its

agreements and obligations under the IP Security Agreement and its prior grants of security interests in favor of the Agent thereunder.

F. Pursuant to a Consent to Appointment of Successor Agent dated as of the date hereof, the Required Lenders (as defined in the Second Amended Loan Agreement) appointed PPAS as the successor Agent to First Source.

G. The parties hereto desire to execute this Amendment for the purpose of evidencing the transfer of First Source's interests as Agent to PPAS.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, PPAS and First Source hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.
2. Assignment. First Source, in its capacity as the resigning Agent under the Second Amended Loan Agreement, hereby assigns, without representation or warranty, to PPAS, in its capacity as successor Agent under the Second Amended Loan Agreement, all of its right, title and interest in and to the IP Security Agreement.
3. Amendment of IP Security Agreement. The IP Security Agreement shall be amended such that PPAS, the successor Agent, shall replace First Source, the resigned Agent, as "Agent" under the IP Security Agreement. All references to "Agent" in the IP Security Agreement shall hereinafter refer to Patriarch Partners Agency Services, LLC, as Agent for the Lenders.
4. IP Security Agreement in Full Force. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the IP Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the IP Security Agreement shall be and remain enforceable by PPAS, or by its successors and assigns, against Borrower.
5. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Amendment shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.
6. Section Headings. Section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

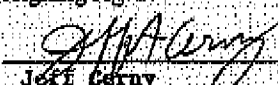
8. GOVERNING LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

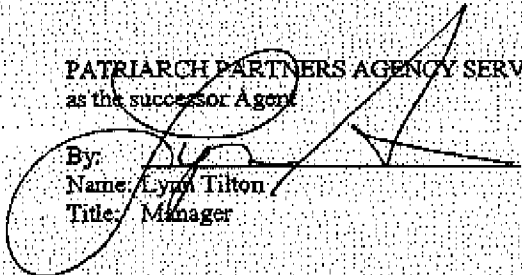
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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

ORCHARD FIRST SOURCE CAPITAL, INC.,
as the resigning Agent

By: 
Name: Jodi Larny
Title: Executive Vice President

PATRIARCH PARTNERS AGENCY SERVICES, LLC,
as the successor Agent

By: 
Name: Lynn Tilton
Title: Manager

ELECTRO SOURCE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

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KAMRAN ELECTRO SOURCE

P. 15/16

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

ORCHARD FIRST SOURCE CAPITAL, INC.,
as the resigning Agent

By: _____
Name: _____
Title: _____

PATRIARCH PARTNERS AGENCY SERVICES, LLC,
as the successor Agent

By: _____
Name: Lynn Tilton
Title: Manager

ELECTRO SOURCE, LLC,
a California limited liability company

By: *Michael F. Placido*
Name: *Michael F. Placido*
Title: *C.F.O.*

Amendment and Assignment of Intellectual Property Security Agreement
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PAGE 15/16 * RCVD AT 5/27/2005 11:52:01 AM [Central Daylight Time] * SVR:CH-US-FAX-01/18 * DNS:4747 * CSID: * DURATION (mm:ss):05:50

TRADEMARK

RECORDED: 06/06/2005

REEL: 003128 FRAME: 0982