

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	conditional assignment and security interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Middle Atlantic Products, Inc.		09/19/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	695 Route 46		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2122694	DATATEL	
Registration Number:	3043912	RACKTOOLS	
Serial Number:	76633598	MA	
Serial Number:	76644681	MA MIDDLE ATLANTIC PRODUCTS, INC.	
Serial Number:	78916933	A.P.D.T.	
Serial Number:	78916909	MA MUSIC ACCESSORIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202 842 8800		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L. Dean		
<b>Address Line 1:</b>	1500 K Street NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 2122694

ATTORNEY DOCKET NUMBER:	34143/230965
NAME OF SUBMITTER:	Jennifer L. Dean
Signature:	/jennifer l. dean/
Date:	09/28/2006
Total Attachments: 4 source=Middle Atlantic Trademark Collateral Assignment 6 marks#page1.tif source=Middle Atlantic Trademark Collateral Assignment 6 marks#page2.tif source=Middle Atlantic Trademark Collateral Assignment 6 marks#page3.tif source=Middle Atlantic Trademark Collateral Assignment 6 marks#page4.tif	

## TRADEMARK COLLATERAL ASSIGNMENT

**MIDDLE ATLANTIC PRODUCTS, INC.** (the "Assignor"), having an address at 300 Fairfield Road, Fairfield, New Jersey 07004, does hereby grant to **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), having an address at 695 Route 46, Fairfield, New Jersey 07004, a security interest in and a conditional assignment of the trademarks identified on Schedule A hereto and the goodwill symbolized thereby (the "Trademarks"), together with all the proceeds thereof. The interest in the collateral being assigned hereunder shall not be construed as a current assignment, but as an assignment to secure Assignor's obligations to Assignee under the Credit Agreement (as hereinafter defined) that will take effect only following the occurrence of an Event of Default (as hereinafter defined), and as a present grant of a security interest.

This Assignment amends and restates the Trademark Collateral Assignment dated September 29, 2005 between the Assignor and the Assignee.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Credit Agreement dated September 29, 2005, as amended by the September 2006 Amendment to Credit Agreement dated September 1, 2006, between the Assignor and the Assignee, as such Agreement may hereafter be further amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Credit Agreement.

The Assignor shall not assign any of the Trademarks without the prior written consent of the Assignee; and any such assignment that is attempted without such consent shall be void. As provided in the Credit Agreement, any such assignment or attempted assignment without such consent constitutes an Event of Default.

The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New York. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement, the other Facility Documents (as such term is defined in the Credit Agreement) or other applicable law.

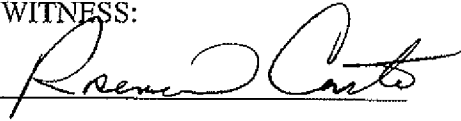
Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment, release and other instruments as may be necessary to terminate Assignee's security interest and conditional interest in the Trademarks (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein and the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity.

The Assignor shall indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this 19 day of September, 2006.

WITNESS:


  
\_\_\_\_\_

MIDDLE ATLANTIC PRODUCTS, INC.

By:   
\_\_\_\_\_

Robert J. Schluter  
President

WITNESS:

  
\_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By:   
\_\_\_\_\_

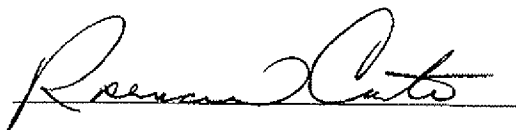
Lawrence Normile  
Title: Vice President

STATE OF NEW JERSEY

SS:

COUNTY OF PASSAIC

On this 19 day of September, 2006, before me, the undersigned, personally appeared Robert J. Schluter, the President of Middle Atlantic Products, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



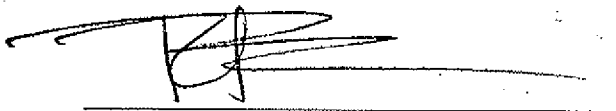
ROSEMARIE CURTI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 22, 2007

STATE OF NEW JERSEY

SS:

COUNTY OF PASSAIC

On this 26 day of September, 2006, before me, the undersigned, personally appeared Lawrence Normile, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



ROSE MARY ROMASE  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/13/2007

SCHEDULE A

<u>TRADEMARK</u>	<u>REG./APP. NUMBER</u>	<u>REG./APP. DATE</u>
DATATEL	Reg. No. 2,122,694	December 23, 1997
RACKTOOLS	Reg. No. 3,043,912	January 17, 2006
MA (Stylized)	App. No. 76/633,598	March 16, 2005
MA MIDDLE ATLANTIC PRODUCTS, INC. AND DESIGN	App. No. 76/644,681	August 11, 2005
A.P.D.T.	App. No. 78/916933	June 26, 2006
MA MUSIC ACCESSORIES AND DESIGN	App. No. 78/916909	June 26, 2006