

11-21-2006

MRD 11/20/06 RECO TF



103338620

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):

General Electric Capital Corporation, as Agent

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AAMP of Florida, Inc.

Internal

Address: _____

Street Address: 13160 56th Court, Suite 508

City: Clearwater

State: Florida

Country: USA Zip: 33760

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Florida
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 16, 2006

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

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

A. Trademark Application No.(s)
See Attached Schedule I

B. Trademark Registration No.(s)
See Attached Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Magdalini Rizakos

Internal Address: _____

Street Address: 233 South Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9767

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

- 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 _____
Authorized User Name _____

9. Signature: Magdalini Rizakos

Signature

ASSIGNMENTS DIV

11/17/2006

Date

11/21/2006 DBYRNE 00000079 941299

01 FC:8521
02 FC:8522
03 FC:8523

40.00
475.00
120.00
Magdalini Rizakos
Name of Person Signing

74:01W 03 10N 0007

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be taken to (571) 243-0100 or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I to Release of Trademarks (Reel/Frame: 3246/0514)

Reg #941299
Reg #1673306
Reg #1830270
Reg #2096339
Reg #2005942
Reg #2107772
Reg #2388019
Reg # 2436057
Reg #2153385
Reg #2144410
Reg #2127490
Reg #2560207
Reg #2578355
Reg #2615071
Reg #2696583
Reg #3104351
Reg #2977489
Reg #3151283
Reg #2937486
Reg #2998797

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November 16, 2006 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and AAMP of Florida, Inc., a Florida corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of September 2, 2004 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on February 13, 2006 at Reel 3246, Frame 0514 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and


(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens,

including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

By: 
Name: Matthew D. Liepert
Title: Duly Authorized Signatory

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 003431 FRAME: 0767

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

COUNTRY	TRADEMARK	STATUS	REG. NO.	REG. DATE	APP. NO.	ISS. DATE	ASSIGNMENT	CLASS
Argentina	SOUND QUEST	Registered	1.730.689	11/25/03	2.137.209	3/11/98	Recoton assigned to AAMP	9
Australia	STINGER (& design -fish logo)	Registered	762076	9/3/01	762076	5/13/98	AAMP	9
Brazil	SOUND QUEST (& Design)	Abandoned	--	--	--	--	--	--
Canada	SOUND QUEST (& design)	Registered	TMA468295	5/29/03	784686	6/9/95	Recoton assigned to AAMP	9, 17, 24
Chile	SOUND QUEST	Registered	527854	11/20/98	407.891	3/16/98	Recoton assigned to AAMP	9
China	STINGER	Registered	3228277	2/21/04	3228277	7/1/02	Recoton assigned to AAMP	9
European Community	STINGER	Registered	979.393	12/15/00	979.393	11/6/98	AAMP	9
European Community	STINGER (& Design) [fish]	Registered	827.634	4/17/00	827.634	5/19/98	AAMP	9
France	SOUND QUEST (& Design)	Registered	94548078	12/7/94	94548078	??	Recoton assigned to AAMP	8,9,17
Germany	SOUND QUEST (& Design)	Registered	39508378.8	6/10/97	39508378.8	2/23/95	Recoton assigned to AAMP	9
Germany	STINGER	Registered	39760161.1	10/15/98	39760161.1	12/16/97	AAMP	9
Italy	SOUND QUEST (& Design)	Registered	725168	3/24/95	MI95C003069	3/24/95	Recoton assigned to AAMP	9
Japan	SOUND QUEST (& Design)	Registered	4345693	12/17/99	H10-44655	5/29/98	Recoton assigned to AAMP	9
Mexico	SOUND QUEST (& Design)	Registered	501608	1/24/95	222,437	1/24/95	Recoton assigned to AAMP	9
Mexico	STINGER	Registered	775723	9/21/01	508162	9/21/01	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	1078180	1/1/04	91016039	4/25/02	Recoton assigned to	9

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CHV785339.3

**TRADEMARK
REEL: 003431 FRAME: 0768**

Country	Trademark	Status	Reg No	Reg Date	App No	Reg Date	Comments	Class
							AAMP	
Taiwan	STINGER	Registered	652573	8/16/94	652573	12/1/93	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	646538	6/16/94	646538	12/1/93	Recoton assigned to AAMP	9
United Kingdom	SOUND QUEST (& Design)	Registered	2008696	1/24/95	2008696	1/24/95	Recoton assigned to AAMP	9
US	AAMP	Abandoned	--	--	76/363888	1/26/02	AAMP	8
US -	AAMP OF AMERICA (stylized)	Abandoned	--	--	76/254662	5/8/01	AAMP	9
US	AAMP.	Abandoned	--	--	76/363898	1/26/02	AAMP	12
US	AMPERSAND (& Design)	Registered Renewed 5/7/03	2144410	3/17/98	75/233810	1/30/97	Recoton assigned to AAMP	9
US	CLEAR PATH	Registered Renewed 6/30/03	2107772	10/21/97	75/045334	1/19/96	AAMP	9
US	OCEAN ELECTRONICS	Registered	2388019	9/19/00	75/047810	1/24/96	AAMP	9
US	PERIPHERAL	Registered Renewed 2/6/04	2153385	4/28/98	75/155650	8/26/96	AAMP	9
US	ROADKILL	Registered Renewed 5/7/03	1830270	4/12/94	74/385196	4/22/93	AAMP	12
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP	9
US	SOUND QUEST (& Design)	Registered Renewed 06/19/02	2005942	10/8/96	74/723780	9/1/95	Recoton assigned to AAMP	9, 17
US	STINGER	Registered Renewed 02/19/03	2127490	1/6/98	75/976423	2/14/96	AAMP	27
US	STINGER.	Registered	2436057	3/20/01	75/057862	2/14/96	AAMP	9
US	STINGER.. (stylized Design)	Registered Renewed 2/19/03	2096339	9/16/97	74/667840	5/1/95	AAMP	7
US	STINGER... (stylized)	Registered Renewed 02/20/01	1673306	1/28/92	74/123778	12/17/90	AAMP	9
US	STINGER STREET LIGHTS	Registered	2696583	3/11/03	76/358485	1/9/02	Recoton assigned to AAMP	9

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COUNTRY	TRADEMARK	STATUS	REG NO	REG DATE	APP NO	APP DATE	CLASS	CLASS
US	THE WALL	Registered	2560207	4/9/02	76/088525	7/14/00	AAMP	12
US	AAMP OF AMERICA	Registered - STATE of FLORIDA	T941299-Florida	10/3/94	T941299 - STATE of FLORIDA	2/18/03	AAMP	42
US	BEST KITS AND HARNESS	Registered	2578355	6/11/02	76289707	7/24/01	AAMP	9
US	STINGER	Applied Approved for Publication			76573941	2/3/04	AAMP	9
US	SOUND QUEST	Applied			76523823	6/23/04	AAMP	9
US	TOTAL BUSINESS SOLUTIONS	Allowed Awaiting Registration			76525188	2/3/04	AAMP	41
Canada	STINGER	Applied	634216	3/3/05	1205600	2/6/04	AAMP	9
US	THE BOOK	Registered	2937486	4/5/05	76575056	2/10/04	AAMP	16
US	SOUND QUEST	Allowed Awaiting Registration			76578950	3/3/04	AAMP	9

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TRADEMARK
REEL: 003431 FRAME: 0770

**SCHEDULE I
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TRADEMARK REGISTRATIONS**

Argentina	SOUND QUEST	Registered	1.730.689	11/25/03	2.137.209	3/11/98	Recoton assigned to AAMP	9
Australia	STINGER (& design - fish logo)	Registered	762076	9/3/01	762076	5/13/98	AAMP	9
Brazil	SOUND QUEST (& Design)	Abandoned	--	--	--	--	--	--
Canada	SOUND QUEST (& design)	Registered	TMA468295	5/29/03	784686	6/9/95	Recoton assigned to AAMP	9, 17, 24
Chile	SOUND QUEST	Registered	527854	11/20/98	407.891	3/16/98	Recoton assigned to AAMP	9
China	STINGER	Registered	3228277	2/21/04	3228277	7/1/02	Recoton assigned to AAMP	9
European Community	STINGER	Registered	979.393	12/15/00	979.393	11/6/98	AAMP	9
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Germany	SOUND QUEST (& Design)	Registered	39508378.8	6/10/97	39508378.8	2/23/95	Recoton assigned to AAMP	9
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Italy	SOUND QUEST (& Design)	Registered	725168	3/24/95	MI95C003069	3/24/95	Recoton assigned to AAMP	9
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Mexico	STINGER	Registered	775723	9/21/01	508162	9/21/01	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	1078180	1/1/04	91016039	4/25/02	Recoton assigned to	9

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TRADEMARK
REEL: 003431 FRAME: 0771

Country	Trademark	Status	Reg No	Reg Date	Reg No	Reg Date	Comments	Count
							AAMP	
Taiwan	STINGER	Registered	652573	8/16/94	652573	12/1/93	Recoton assigned to AAMP	9
Taiwan	STINGER	Registered	646538	6/16/94	646538	12/1/93	Recoton assigned to AAMP	9
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US	AAMP	Abandoned	--	--	76/363888	1/26/02	AAMP	8
US -	AAMP OF AMERICA (stylized)	Abandoned	--	--	76/254662	5/8/01	AAMP	9
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US	OCEAN ELECTRONICS	Registered	2388019	9/19/00	75/047810	1/24/96	AAMP	9
US	PERIPHERAL	Registered Renewed 2/6/04	2153385	4/28/98	75/155650	8/26/96	AAMP	9
US	ROADKILL	Registered Renewed 5/7/03	1830270	4/12/94	74/385196	4/22/93	AAMP	12
US	S (& design)	Registered	2615071	9/3/02	76/212261	6/11/02	Recoton Assigned to AAMP	9
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US	STINGER.	Registered	2436057	3/20/01	75/057862	2/14/96	AAMP	9
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US	STINGER... (stylized)	Registered Renewed 02/20/01	1673306	1/28/92	74/123778	12/17/90	AAMP	9
US	STINGER STREET LIGHTS	Registered	2696583	3/11/03	76/358485	1/9/02	Recoton assigned to AAMP	9

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TRADEMARK
REEL: 003431 FRAME: 0772

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US	THE WALL	Registered	2560207	4/9/02	76/088525	7/14/00	AAMP	12
US	AAMP OF AMERICA	Registered - STATE of FLORIDA	T941299-Florida	10/3/94	T941299 - STATE of FLORIDA	2/18/03	AAMP	42
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US	SOUND QUEST	Allowed Awaiting Registration			76578950	3/3/04	AAMP	9

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RECORDED: 11/20/2006

TRADEMARK
REEL: 003431 FRAME: 0773