

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Conditional Assignment and Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Middle Atlantic Products, Inc.		05/05/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	695 Route 46
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	national association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2122694	DATATEL
Registration Number:	3043912	RACKTOOLS
Registration Number:	3172867	MA
Registration Number:	3172930	MA MIDDLE ATLANTIC PRODUCTS, INC.
Registration Number:	3317978	MA MUSIC ACCESSORIES
Registration Number:	3335011	A.P.D.T.
Serial Number:	77156010	AVS
Serial Number:	77156015	AUDIO VIDEO SUBSTATION
Serial Number:	77156024	HTS
Serial Number:	77156030	HOME THEATER SUBSTATION
Serial Number:	77233758	RACKLINK
Serial Number:	77233767	RACK LINK
Serial Number:	77298714	MIDDLE ATLANTIC PRODUCTS

OP \$340.00 2122694

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202 842 8800
Email: dctrademarks@dbr.com
Correspondent Name: Jennifer L. Dean
Address Line 1: 1500 K Street NW
Address Line 2: DB&R Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	034143/422465
NAME OF SUBMITTER:	Jennifer L. Dean
Signature:	/jennifer l. dean/
Date:	05/06/2008

Total Attachments: 6
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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 19, 2006 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, and as further amended by May 2008 Amendment to Credit Agreement dated May 5, 2008, 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 5th day of May, 2008.

WITNESS:



MIDDLE ATLANTIC PRODUCTS, INC.

By: 

Robert J. Schluter
President

WITNESS:

JPMORGAN CHASE BANK, N.A.

By: _____

Susan M. Graham
Vice President

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 5th day of May, 2008.

WITNESS:

MIDDLE ATLANTIC PRODUCTS, INC.

By: _____
Robert J. Schluter
President

WITNESS:

JPMORGAN CHASE BANK, N.A.

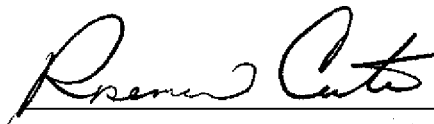
By: Susan M. Graham
Susan M. Graham
Vice President

STATE OF NEW JERSEY

SS:

COUNTY OF ESSEX

On this 2nd day of May, 2008, 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, 2012

STATE OF NEW JERSEY

SS:

COUNTY OF _____

On this ____ day of _____, 2008, before me, the undersigned, personally appeared Susan M. Graham, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and she did acknowledge under oath that she signed and delivered the same in her capacity as such officer, that she 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.

STATE OF NEW JERSEY

SS:

COUNTY OF _____

On this ____ day of _____, 2008, 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.

STATE OF NEW JERSEY

SS:

COUNTY OF Bergen

On this 30 day of April, 2008, before me, the undersigned, personally appeared Susan M. Graham, the Vice President of JPMorgan Chase Bank, N.A., who I am satisfied, is the person who signed the foregoing instrument, and she did acknowledge under oath that she signed and delivered the same in her capacity as such officer, that she 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.

Mary Jane Piccate

MARY JANE PICCATE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 8, 2010

SCHEDULE A

1. Registered Trademarks

Registration Number	Date Registered	Country	Trademark
2122694	23-Dec-1997	US	DATATEL
3043912	17-Jan-2006	US	RACKTOOLS
3172867	21-Nov-2006	US	MA (STYLIZED)
3172930	21-Nov-2006	US	MA MIDDLE ATLANTIC PRODUCTS, INC. AND DESIGN
3317978	23-Oct-2007	US	MA MUSIC ACCESSORIES & DESIGN
3335011	13-Nov-2007	US	A.P.D.T.

2. Pending Trademark Applications

Application Number	Date Filed	Country	Trademark
77/156010	13-Apr-2007	US	AVS
77/156015	13-Apr-2007	US	AUDIO VIDEO SUBSTATION
77/156024	13-Apr-2007	US	HTS
77/156030	13-Apr-2007	US	HOME THEATER SUBSTATION
77/233758	19-Jul-2007	US	RACKLINK
77/233767	19-Jul-2007	US	RACKLINK & Design
77/298714	08-Oct-2007	US	MIDDLE ATLANTIC PRODUCTS