

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Designed Products LLC		04/19/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85157832	
Registration Number:	3824693	AFTERGLOW
Registration Number:	3862049	AFTERGLOW
Serial Number:	85188608	PDP
Serial Number:	85188709	PDP
Serial Number:	85071125	GOTALITY

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4045818052
 Email: rcampbell@jonesday.com
 Correspondent Name: Richard U. Campbell
 Address Line 1: 1420 Peachtree St. NE
 Address Line 2: Suite 800

900189776

**TRADEMARK
 REEL: 004525 FRAME: 0368**

CH \$165.00 85157832

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 223194-615036

NAME OF SUBMITTER: Richard U. Campbell

Signature: /Richard U. Campbell/

Date: 04/20/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower and all of the Grantors are party to an Intellectual Property Security Agreement, dated March 24, 2009 with the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing; and
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

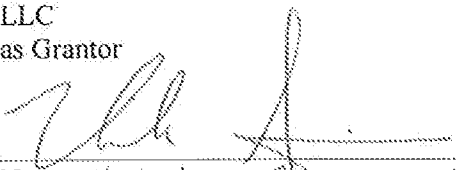
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PERFORMANCE DESIGNED PRODUCTS

LLC
as Grantor

By: 
Name: Nicholas Simmons
Title: Exec. VP & General Counsel

SCHEDULE I
 TO
 TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

A. REGISTERED TRADEMARKS

Title	Application No.	Jurisdiction	Status/Info
CODE BREAKER	2,603,072	US	Registered 07/30/02
CODE BREAKER & Design	3,014,921	US	Registered 11/15/05
CODE BREAKER	3,089,424	US	Registered 05/09/06
DAY 1	3,265,641	US	Registered 07/17/07
ELECTRO SOURCE	1,948,919	US	Registered 01/16/96
ESI & Design	1,979,425	US	Registered 06/11/96
GAME HAWK	3,209,572	US	Registered 02/13/07
GET MORE GAME	3,190,011	US	Registered 12/26/06
HB (Stylized)	3,262,270	US	Registered 07/10/07
HEADBANGER	3,146,749	US	Registered 09/19/06
HEADBANGER AUDIO	3,265,857	US	Registered 07/17/07
HEADBANGER LOGO	85/157,832	US	Registered 03/01/11
PDP	006173421	European Community	Registered 12/24/07

PELICAN	2,257,653	US	Registered 03/27/97
PELICAN Logo (black design)	3,399,331	US	Registered 03/18/08
PERFORMANCE DESIGNED PRODUCTS	006173413	European Community	Registered 07/10/08
PERFORMANCE YOU CAN TRUST	3,083,464	US	Registered 04/18/06
CODE BREAKER	2,603,072	US	Registered 07/30/02
VG POCKET	005067491	European Community	Registered 05/31/07
PERFORMANCE DESIGNED PRODUCTS	3,707,032	US	Registered 11/03/09
PERFORMANCE DESIGNED PRODUCTS	3,596,631	US	Registered 03/24/09
STAGE KIT	3,603,519	US	Registered 07/07/09
VG POCKET	781868	Mexico	Registered 10/12/06
VG POCKET	5340391	China	Registered 09/07/09
VG POCKET	5341455	China	Registered 05/20/09
VG POCKET	781869	Mexico	Registered 10/30/06
VG POCKET	3,292,451	US	Registered 09/11/07
AFTERGLOW	3,824,693	US	Registered 07/27/10

AFTERGLOW	3,862,049	US	Registered 10/12/10
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B. TRADEMARK APPLICATIONS

Title	Application No.	Jurisdiction	Status/Info
GOTALITY	87/071,125	US	Filed 01/04/11
PDP	85/188,608	US	Filed 12/01/10
PDP (stylized)	85/188,709	US	Filed 12/01/10