

F 12-01-1998

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Tab settings

To the Honorable Commissioner

100909850

attached original documents or copy thereof.

1. Name of conveying party(ies):
Monster Cakes Products, Inc.
45 Valley Drive
Brisbane, CA 94005
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State CA
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: Imperial Bank
Internal Address:
Street Address: 275 Battery Street, Suite 1100
City: San Francisco State: CA ZIP: 94111
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State CA
[] Other
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)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: MRD 11-25-98
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: October 21, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Please see attached Schedule A
Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary Wittkop
Internal Address: White & Case LLP
Street Address: 633 W. 5th Street
Suite 1900
City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 78
7. Total fee (37 CFR 3.41): \$ 1,965.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 1965 E
(Attach duplicate copy of this page if paying by deposit account)

1/30/1998 DNHUYEN 00000067 1144700 DO NOT USE THIS SPACE
1 FC:481 40.00 DP
2 FC:482 1925.00 DP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Mary Wittkop Signature
Name of Person Signing
11-24-98 Date
Total number of pages including cover sheet, attachments, and document: 17

SCHEDULE A**UNITED STATES TRADEMARKS**

<u>MARK</u>	<u>TM. NO.</u>	<u>REG. DATE</u>
MONSTER CABLE (stylized)	1,144,700	12/30/80
POWERLINE (stylized)	1,224,040	1/18/83
HOT WIRES	1,230,896	3/15/83
Xterminator	1,259,288	11/29/83
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GOLD PIN	1,286,897	7/24/84
INTERLINK REFERENCE & de	1,329,322	4/9/85
MONSTER CABLE SPECIAL	1,336,372	5/21/85
MONSTER CABLE	1,340,229	6/11/85
MONSTER CABLE	1,342,164	6/18/85
PROLINK	1,364,054	7/2/85
PHONOLINK	1,347,338	7/9/85
INTERLINK SPECIAL	1,351,413	7/30/85
MONSTER TIPS	1,351,414	7/30/85
DURAFLEX	1,358,904	9/10/85
THE NECESSARY	1,362,996	10/1/85
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MONSTER VIDEO	1,428,215	2/10/87

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MacCable	1,497,506	7/26/88
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M1000	1,513,402	11/22/88
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MONSTER	1,641,232	4/16/91
Miscellaneous Design (transparent)	1,647,907	6/18/91
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GROUND CONTROL	1,655,307	9/3/91
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MONSTER MUSIC	1,665,277	11/19/91
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TWIST CRIMP	1,675,589	2/11/92
BASS LINE CONDUCTORS	1,676,339	2/18/92
LOCK NOTCH	1,677,476	3/3/92
SIGMA	1,677,475	3/3/92
MONSTER STYLE	1,690,903	6/2/92
PERSONA	1,689,979	6/2/92

MONSTER ATTITUDE	1,693,567	6/9/92
MONSTER CABLE (LOGO "MC")	1,694,179	6/16/92
MONSTER DESIGN (LOGO)	1,694,179	6/16/92
SIGMA LOGO	1,695,865	6/23/92
MONSTER SPORT	1,704,275	7/28/92
Z-NET	1,704,710	8/4/92
MONSTER DESIGN (LOGO "MD")	1,711,365	9/1/92
MONSTER QUAD	1,719,927	9/29/92
MONSTER STYLE	1,724,484	10/13/92
THE PATRIOT	1,730,287	11/3/92
OPTIMUM PERFORMANCE	1,730,727	11/10/92
BURNISHED METAL Misc. Design	1,732,586	11/17/92
POWER SCREW	1,734,593	11/24/92
MONSTER DESIGN	1,738,114	12/8/92
MONSTER SOUND	1,759,527	3/23/93
MONSTER CONNECTION	1,812,892	12/21/93
MONSTER POWER	1,824,258	3/1/94
MONSTER HOME THEATRE	1,844,244	7/12/94
TAKE IT TO THE NEXT LEVE	1,888,281	4/11/95
JUST HOOK IT UP	1,913,124	8/22/95
AUDIOPHILE CAR STEREO	1,916,589	9/5/95
MACSPEAKER (stylized)	1,931,273	10/31/95
XLN	1,948,533	1/16/96
OMNIFLEX	1,694,050	10/9/96

MONSTER CAR AUDIO	2,055,050	4/22/97
OUT-OF-WALL	1,891,651	4/25/97
Connector (Design)	2,060,138	5/6/97
Miscellaneous Design (Connector)	2,060,139	5/6/97
M (Design)	2,075,460	7/1/97
MONSTER SATELLITE	2,083,506	7/29/97
XTRA LOW NOISE	2,136,356	2/10/98
MONSTER MULTIMEDIA	2,153,562	4/28/98
INVISISOUND	2,178,199	8/4/98
MONSTER	2,184,002	8/25/98

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

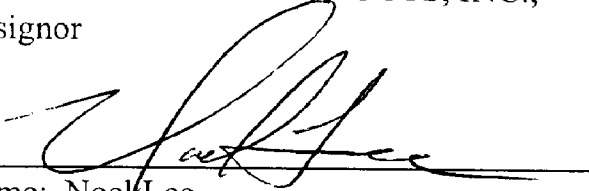
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MONSTER CABLE PRODUCTS, INC., a California corporation ("the Assignor") with principal offices at 455 Valley Drive, Brisbane, CA 94005, hereby assigns and grants to IMPERIAL BANK, as Collateral Agent for the banks ("Banks") party to the Credit Agreement, with principal offices at 275 Battery Street, Suite 1100, San Francisco, California 94111 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached, (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

This Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor and the Assignee, dated as of October 20, 1998 (as amended from time to time, the "Security Agreement"). Upon termination of the Security Agreement in accordance with its terms, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

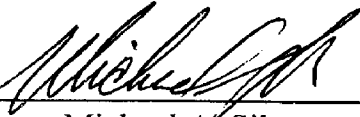
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 20th day of October, 1998.

MONSTER CABLE PRODUCTS, INC.,
Assignor

By 
Name: Noel Lee
Title: President

IMPERIAL BANK,
as Collateral Agent, Assignee

By 
Name: Michael A. Silva
Title: Senior Vice President

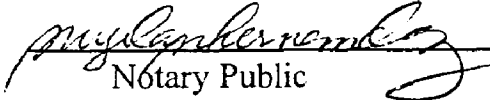
STATE OF CALIFORNIA)

) ss.:

COUNTY OF SAN FRANCISCO)

San Mateo

On this 20th day of October, 1998, before me personally came Noel Lee, who, being by me duly sworn, did state as follows: that he is President of Monster Cable Products, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public



STATE OF CALIFORNIA)

) ss.:

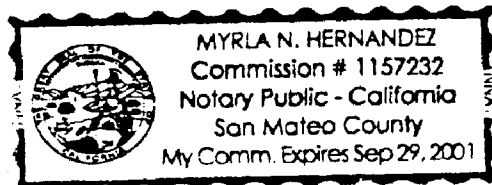
COUNTY OF SAN FRANCISCO)

San Mateo

On this 20th day of October, 1998, before me personally came Michael A. Silva, who, being by me duly sworn, did state as follows: that he is Senior Vice President of Imperial Bank, that he is authorized to execute the foregoing Assignment on behalf of said bank and that he did so by authority of the Board of Directors of said bank.

Myrla N. Hernandez

Notary Public



SCHEDULE A

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MONSTER	2,184,002	8/25/98

SCHEDULE B

UNITED STATES PATENTS

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
X-TERMINATOR- ELECTRICAL CONNECTOR	4,384,758	5/24/83
CRIMPED BANANA- CRIMPED BANANA-TYPE ELECTIRCAL CONNECTOR AND METHOD THEREOF	4,468,083	8/28/84
AUDIO SIGNAL- AUDIO SIGNAL CABLE	4,538,023	8/27/85
XP-1- SIGNAL CABLE HAVING AN INTERNAL DIELECTRTRIC CORE	4,734,544	3/29/88
UNIVERSAL SPADE- SPADE LUG	4,738,640	4/19/88
PACKAGE ASSEMBLY	4,742,912	5/10/88
M1- SIGNAL CABLE ASSEMBLY WITH FIBROUS INSULATION AND AN INTERNAL CORE	4,743,712	5/10/88
SPADE LUG	4,752,255	6/21/88
M1000- SIGNAL CABLE ASSEMBLY WITH FIBROUS INSULATION	4,777,324	10/11/88
COMPRESSION CONNECTOR- ELECTRICAL COMPRESSION CONNECTOR	4,789,355	12/6/88
UNIVERSAL ELECTRICAL CONNECTOR	4,802,870	2/7/89
SPADE LUG HAVING SCORED SURFACES	4,808,130	2/28/89

CLAM SHELL PACKAGE- CLAM SHELL PACKAGE WITH WINGS	Des. 306,561	3/13/90
XPIII- CABLE ASSEMBLY HAVING AN INTERANAL DIELECTRIC CORE SURROUNDED BY A CONDUCTOR	4,910,360	3/20/90
CONNECTOR FOR AN ELECTRICAL SIGNAL TRANSMITTING CABLE	4,932,897	6/12/90
NEW MONSTER- ELECTRICAL SIGNAL CONDUCTOR ASSEMBLY	4,933,513	6/12/90
XPII- SIGNAL CABLE ASSEMBLY INCLUDING BUNDLES OF WIRE STRANDS OF DIFFERENT GAUGES	4,937,401	6/26/90
ELECTRICAL PIN WITH BEND	4,963,101	10/16/90
TEAR DROP-DESIGN INSERT- TEAR DROP PACKAGE	Des. 332,398	1/12/93
TEAR DROP DESIGN- TEAR DROP PACKAGE	Des. 332,216	1/5/93
ELECTRICAL PLUG BODY	Des. 337,989	8/3/93
ELECTRONIC POWER DISTRIBUTION DEVICE	5,266,057	11/30/93
TERMINAL BLOCK	Des. 342, 937	1/4/94
BIAS CIRCUIT FOR CABLE INTERCONNECTS	5,307,416	4/26/94
PACKAGE FOR CABLES	Des. 351,342	10/11/94
CD3 ADAPTER- SMALL DISK ADAPTER WITH STORAGE CASE	5,016,241	5/14/91
PIN CONNECTOR	Des. 318,260	7/16/91
SIGNAL CABLE ASSEMBLE	Re. 33,750	11/26/91
TWIST CRIMP UTILITY- ELECTRICAL CONNECTOR	5,083,935	1/28/92

TURBINE CONNECTOR-DESIGN- CONNCECTOR	Des. 323,643	2/4/92
CONNECTOR FOR ELECTRICAL SIGNAL TRANSMITTING CABLES	Des. 325,023	3/31/92
POWERSPLIT- ELECTRICAL DISTRIBUTOR	5,100,348	3/31/92
SIGMA PANTS- INSULATING JACKET FOR ELECTRICAL CONNECTORS AND CABLES	Des. 326,257	5/19/92
BUBBLE INSERT-DESIGN- BUBBLE INSERT PACKAGE FOR CABLES	Des. 328,249	7/28/92
JAZZ PLUG-DESIGN- ELECTRICAL PLUG	Des. 328,280	7/28/92
OMNIFLEX-DESIGN- CABLE CONNECTOR FOR AUDIO EQUIPMENT	Des. 328,452	8/4/92
ELECTRICAL PLUG FOR AUDIO EQUIPMENT	Des. 329,223	9/8/92
VIDEO CONNECTOR AND CABLE ASSEMBLY	Des. 360,400	7/18//95
CAR AUDIO SYSTEM WITH HIGH SIGNAL OUTPUT	5,469,509	11/21/95
CABLE CONNECTOR	Des. 366,862	2/6/96
CABLE CONNECTOR	Des. 366,863	2/6/96
DUAL TURBINE-SHAPED CONNECTOR	Des. 366,864	2/6/96
CABLE CONNECTOR WITH SYMMETRICAL HOUSING	Des. 367,036	2/13/96
CABLE CONNECTOR HAVING REMOVABLE CODED RINGS	5,529,513	6/25/96
CABLE CONNECTOR	Des. 371,762	7/16/96

PACKAGING FOR CABLES	Des. 372,193	7/30/96
CONNECTOR FOR AN ELECTRICAL SIGNAL TRANSMITTING CABLE	5,564,942	10/15/96
CABLE CONNECTOR	Des. 374,862	10/22/96
CABLE CONNECTOR	Des. 376,580	12/17/96
POWER LINE CONDITIONER	5,589,718	12/31/96
PACKAGING FOR CABLES	Des. 380,963	7/15/97
PACKAGING FOR CABLES	Des. 384,579	10/7/97
CABLE ASSEMBLY	Des. 387,733	12/16/97
HOUSING FOR ELECTRONIC NOISE ELIMINATION APPARATUS	Des. 388,765	1/6/98
PACKAGING FOR CABLES	Des. 389,402	1/20/98
CABLE ASSEMBLY WITH POD HOUSING	Des. 392,942	3/31/98
CABLE AND MOUNTING BRACKET ASSEMBLY METHOD	5,736,673	4/7/98
AUDIO AND VIDEO SIGNAL DISTRIBUTION SYSTEM AND METHOD	5,757,936	5/26/98
PACKAGE	Des. 396,632	8/4/98
COMPOSITE AUDIO/VIDEO CABLE ASSEMBLY	5,792,986	8/11/98
SPEAKER AND AMPLIFIER SYSTEM	5,796,853	8/18/98