

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103-342 (6)

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):

Audio Products International Corp.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Ontario - CANADA Corp.
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 22, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.,

Internal Address: _____ as agent

Street Address: 1300 E. 9th St

City: Cleveland

State: OHIO

Country: USA Zip: 44114

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640

- 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 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

5/5/08
Date

Laura Konrath





Name of Person Signing

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




Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$640.00 232428 78662423

Schedule 1Continuation
Item 4REGISTERED AND PENDING TRADEMARKS:

Mark	Country	Ser./Reg. No. App./Reg. Date	Record Title Owner
ENERGY (Stylized) 	US	78/662,423 7/1/2005	Audio Products International Corp
UNI-THEATER	US	3,085,405 4/25/2005	Audio Products International Corp
CONNOISSEUR	US	3,188,740 12/26/2006	Audio Products International Corp
ENERGYPRO and Design 	US	78/573,728 2/23/2005	Audio Products International Corp
ENERGYPRO	US	78/573,697 2/23/2005	Audio Products International Corp
DB+ (Stylized) 	US	76/605,327 8/3/2004	Audio Products International Corp
ATHENA TECHNOLOGIES and Design 	US	3,072,470 3/28/2006	Audio Products International Corp
NANOSAT	US	3,089,088 5/9/2006	Audio Products International Corp
ACT	US	3,067,050 3/14/2006	Audio Products International Corp
OMNISAT	US	2,905,570 11/30/2004	Audio Products International Corp
ENERGY	US	2,777,234 10/28/2003	Audio Products International Corp
ENCORE	US	2,572,641	Audio Products International Corp



Mark	Country	Ser./Reg. No. App./Reg. Date	Record Title Owner
		5/28/2002	
ATHENA	US	2,710,330 4/29/2003	Audio Products International Corp
INCOGNITA	US	2,892,149 10/12/2004	Audio Products International Corp
SUBSTRATA	US	2,675,849 1/21/2003	Audio Products International Corp
TAKE 1	US	2,203,488 11/17/1998	Audio Products International Corp
OMNIPOLAR	US	2,213,581 12/29/1998	Audio Products International Corp
ATHENA DIGITAL	US	2,285,660 10/12/1999	Audio Products International Corp
VERITAS	US	1,896,804 5/30/1995	Audio Products International Corp
ENERGY and Design 	US	1,807,139 11/30/1993	Audio Products International Corp
MIRAGE (Stylized) 	US	1,796,264 10/5/1993	Audio Products International Corp
IMAGE and Design 	US	1,483,139 4/5/1988	Audio Products International Corp
MIRAGE	US	1,193,902 4/20/1982	Audio Products International Corp
SOUND DYNAMICS	US	1,147,531 2/14/1981	Audio Products International Corp
SPHEREX	US	1,736,140 12/1/1992	Spherex, Inc. ¹

25
TRADEMARK LICENSES:

-Amended Licensing Agreement, dated as of May 1, 2007, by and between the Grantor and Gentec, pursuant to which Grantor licenses use of its "Energy" mark to Gentec

¹ Spherex, Inc. was amalgamated with Audio Products International Corp. and 2109679 Ontario Inc. on August 14, 2006 to form the current Audio Products International Corp.

6

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 22, 2008, is between Audio Products International Corp., an Ontario, Canada corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Secured Creditors" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:





- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.




This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[signature page follows]

Schedule 1REGISTERED AND PENDING TRADEMARKS:

Mark	Country	Ser./Reg. No. App./Reg. Date	Record Title Owner
ENERGY (Stylized) 	US	78/662,423 7/1/2005	Audio Products International Corp
UNI-THEATER	US	3,085,405 4/25/2005	Audio Products International Corp
CONNOISSEUR	US	3,188,740 12/26/2006	Audio Products International Corp
ENERGYPRO and Design 	US	78/573,728 2/23/2005	Audio Products International Corp
ENERGYPRO	US	78/573,697 2/23/2005	Audio Products International Corp
DB+ (Stylized) 	US	76/605,327 8/3/2004	Audio Products International Corp
ATHENA TECHNOLOGIES and Design 	US	3,072,470 3/28/2006	Audio Products International Corp
NANOSAT	US	3,089,088 5/9/2006	Audio Products International Corp
ACT	US	3,067,050 3/14/2006	Audio Products International Corp
OMNISAT	US	2,905,570 11/30/2004	Audio Products International Corp
ENERGY	US	2,777,234 10/28/2003	Audio Products International Corp
ENCORE	US	2,572,641	Audio Products International Corp

Mark	Country	Ser./Reg. No. App./Reg. Date	Record Title Owner
		5/28/2002	
ATHENA	US	2,710,330 4/29/2003	Audio Products International Corp
INCOGNITA	US	2,892,149 10/12/2004	Audio Products International Corp
SUBSTRATA	US	2,675,849 1/21/2003	Audio Products International Corp
TAKE 1	US	2,203,488 11/17/1998	Audio Products International Corp
OMNIPOLAR	US	2,213,581 12/29/1998	Audio Products International Corp
ATHENA DIGITAL	US	2,285,660 10/12/1999	Audio Products International Corp
VERITAS	US	1,896,804 5/30/1995	Audio Products International Corp
ENERGY and Design 	US	1,807,139 11/30/1993	Audio Products International Corp
MIRAGE (Stylized) 	US	1,796,264 10/5/1993	Audio Products International Corp
IMAGE and Design 	US	1,483,139 4/5/1988	Audio Products International Corp
MIRAGE	US	1,193,902 4/20/1982	Audio Products International Corp
SOUND DYNAMICS	US	1,147,531 2/14/1981	Audio Products International Corp
SPHEREX	US	1,736,140 12/1/1992	Spherex, Inc. ¹

TRADEMARK LICENSES:

-Amended Licensing Agreement, dated as of May 1, 2007, by and between the Grantor and Gentec, pursuant to which Grantor licenses use of its "Energy" mark to Gentec

¹ Spherex, Inc. was amalgamated with Audio Products International Corp. and 2109679 Ontario Inc. on August 14, 2006 to form the current Audio Products International Corp.