

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
Audio Products International Corp.		04/22/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	LBC Credit Partners, L.P., as Administrative Agent
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78662423	ENERGY
Registration Number:	3085405	UNI-THEATER
Registration Number:	3188740	CONNOISSEUR
Serial Number:	78573728	ENERGY PRO
Serial Number:	78573697	ENERGY PRO
Serial Number:	76605327	DB+
Registration Number:	3072470	ATHENA TECHNOLOGIES
Registration Number:	3089088	NANOSAT
Registration Number:	3067050	ACT
Registration Number:	2905570	OMNISAT
Registration Number:	2777234	ENERGY
Registration Number:	2572641	ENCORE
Registration Number:	2710330	ATHENA
Registration Number:	2892149	INCOGNITA

OP \$640.00 78662423

Registration Number:	2675849	SUBSTRATA
Registration Number:	2203488	TAKE 1
Registration Number:	2213581	OMNIPOLAR
Registration Number:	2285660	ATHENA DIGITAL
Registration Number:	1896804	VERITAS
Registration Number:	1807139	ENERGY
Registration Number:	1796264	MIRAGE
Registration Number:	1483139	IMAGE
Registration Number:	1193902	MIRAGE
Registration Number:	1147531	SOUND DYNAMICS
Registration Number:	1736140	SPHEREX

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.007
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/14/2008

Total Attachments: 6
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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 LBC Credit Partners, L.P. (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 as agent for the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all of 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as First Priority Representative, Secured Party, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 23rd day of ~~March~~, 2008.
April

AUDIO PRODUCTS INTERNATIONAL CORP.,
an Ontario corporation

By: Fred S. Klugman
Title: _____

Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors

By: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 22nd day of ~~March~~, 2008.

April

AUDIO PRODUCTS INTERNATIONAL CORP.,
an Ontario corporation





By: _____
Title: _____




Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors

By:  _____
Title: VP _____

Schedule 1

REGISTERED 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, with 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.