



**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Registration/Serial Number	Registration Date
	U.S.A.	
Accelerate Your World	2,921,788	1/25/2005
Attache	2,944,947	2/26/2005
EDG-e	Notice of Allowance issued by USPTO	7/15/2008
How's Your Memory?	2,727,714	6/17/2003
Imagination Gone Wild	2,986,109	8/16/2005
Let Our Memory Capture Your Memories	2,669,999	12/31/2002
Maxfile	3,160,029	10/17/2006
Maxfile™ Attache®	78435333	6/15/2004
MC² Multimedia Control Center	3,179,231	12/5/2006
Memory Master	2,788,892	12/2/2003
Need Memory	2,426,878	2/6/2001
NoteBoost	Notice of Allowance issued by USPTO	5/5/2009
Overclocked & Design	3,437,170	5/27/2008
Platinum Audio	2,575,847	6/4/2002
Plug in the Power of Education	3,517,600	10/14/2008
Plug in the Power of PNY	3,737,354	1/12/2010
Plug in the Power of PNY & Design	3,734,606	1/5/2010
PNY Technologies & Design	2,428,341	2/13/2001
PNY Technologies & Design (with Red Line)	2,904,761	11/23/2004
PNY Technologies & Design (New)	3,531,856	11/11/2008
Miscellaneous Design (Quadro Airplane)	2,750,414	8/12/2003
Quadro Packing	2,871,748	8/10/2004
Quadro Package Graphics	2,777,906	10/28/2003
QuickChip	2,359,892	6/20/2000

Trademark	Registration/Serial Number	Registration Date
Secure Attache & Design	3,454,566	6/24/2008
Seniors Helping Seniors	3,517,538	10/14/2008
Seniors Helping Seniors & Design	3,517,539	10/14/2008
Versacard	2,188,915	9/15/1998
Verto	2,664,432	12/17/2002
Verto Gamer Memory & Design	Notice of Allowance Received	9/5/06
Verto	2,832,140	4/13/2004
Verto & Design	3,370,106	1/15/2008
Where Dreams End and Imagination Begins	3,083,394	4/18/2006
Work Faster. Play Harder.	2,217,896	1/12/1999
X1 Attache	77/798,246	8/6/2009
XLR8	3,430,853	5/20/2008
XLR8 (Stylized)	3,468,539	7/15/2008
Xtreme HD Gaming & Design	3,273,372	8/7/2007
<b>FOREIGN</b>		
Attache (Canada)	TMA 738,546	4/22/2009
Attache (China)	6,288,157	3/28/2010
Attache (Israel)	204,435	3/12/2009
Attache (Cambodia)	KH/28243/08	4/8/2008
Attache (Oman)	53,203	6/29/2009
Attache (Stylized) (Oman)	53,200	6/29/2009
Attache (Stylized) (Cambodia)	KH/29046/08	8/12/2008
Attache (Stylized) (Philippines)	4-2008-003737	10/13/2008
Attache (Philippines)	4-2007-010583	3/10/2008
Attache (Stylized) (Hong Kong)	301,079,596	8/17/2009
Attache (Stylized) (Kuwait)	81,688	9/10/2009
Attache (Stylized) (Thailand)	KOR300,905	7/24/2009
Attache (Taiwan)	1,316,434	7/1/2008
Attache (Russia)	375,860	3/30/2009
Attache (Stylized) (Taiwan)	1,339,431	12/1/2008
Attache (Stylized) (Yemen)	36,097	10/12/2009
Attache (Stylized) (Vietnam)	134,221	10/5/2009
Attache (Vietnam)	123,304	4/17/2009
Attache (Korea)	40-0057454	8/26/2008

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Registration Date</b>
<b>Attache &amp; Attache (Stylized) (Saudi Arabia)</b>	<b>1093/77 and 1093/80</b>	<b>9/6/2009</b>
<b>Bling Attache &amp; Design (Japan)</b>	<b>5,214,303</b>	<b>3/13/2009</b>
<b>Bling Attache &amp; Design (Philippines)</b>	<b>4-2008-013277</b>	<b>5/18/2009</b>
<b>Bling Attache &amp; Design (Taiwan)</b>	<b>1,366,060</b>	<b>6/16/2009</b>
<b>Bravo (China)</b>	<b>3/21/2006</b>	<b>3853074</b>
<b>Bravo's Chinese Name</b>	<b>3853073</b>	<b>12/14/05</b>
<b>Lovely Attache &amp; Design (Philippines)</b>	<b>4-2009-000179</b>	<b>5/18/2009</b>
<b>Lovely Attached (Stylized) (Taiwan)</b>	<b>1,377,730</b>	<b>9/16/2009</b>
<b>Lovely Attache (Stylized) (Vietnam)</b>	<b>140,496</b>	<b>1/12/2010</b>
<b>Lovely Attache (Stylized) Korea)</b>	<b>40-818553</b>	<b>3/31/2010</b>
<b>Memory Master (European Union)</b>	<b>005563011</b>	<b>11/7/2007</b>
<b>Memory Master (France)</b>	<b>96605215</b>	<b>1/12/2007</b>
<b>PNY Technologies (Malaysia)</b>	<b>07,015,546</b>	<b>3/17/2009</b>
<b>PNY Technologies &amp; Design (NEW) (Vietnam)</b>	<b>127,539 and 127,540</b>	<b>6/18/2009</b>
<b>PNY &amp; PNY (Stylized) (Vietnam)</b>	<b>126,877 and 126,878 (Stylized)</b>	<b>6/10/2009</b>
<b>PNY (Stylized) (Oman)</b>	<b>53,198</b>	<b>6/29/2009</b>
<b>PNY Technologies (Oman)</b>	<b>53,204</b>	<b>6/29/2009</b>
<b>PNY Technologies &amp; Design (NEW) (Oman)</b>	<b>53,199</b>	<b>6/29/2009</b>
<b>PNY &amp; PNY Stylized (Cambodia)</b>	<b>KH/27603/07 and KH/27604/07 (Stylized)</b>	<b>1/3/2008</b>
<b>PNY Technologies &amp; Design (NEW) (Cambodia)</b>	<b>KH/28228/08 and KH/28229/08 (Design)</b>	<b>4/28/2008</b>
<b>PNY Technologies &amp; Design (NEW) (Russia)</b>	<b>367,656 and 367,657 (Design)</b>	<b>12/17/2008</b>
<b>PNY &amp; PNY (Stylized) (Russia)</b>	<b>367,654 and 367,655 (Stylized)</b>	<b>12/17/2008</b>
<b>PNY &amp; PNY (Stylized) (Malaysia)</b>	<b>07,015,544 and 07,015,545</b>	<b>3/18/2009</b>

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Registration Date</b>
<b>PNY Technologies &amp; Design (NEW) (Japan)</b>	<b>5,121,509 (PNY) 5,121,507 (PNY Stylized) 5,121,508 (PNY Technologies) 5,121,506 (PNY Technologies &amp; Design)</b>	<b>3/21/2008</b>
<b>PNY (Stylized) (European Union)</b>	<b>006,119,689</b>	<b>7/9/2008</b>
<b>PNY (Stylized) (Kuwait)</b>	<b>81,689</b>	<b>9/10/2009</b>
<b>PNY (Taiwan)</b>	<b>1,194,097</b>	<b>2/1/2006</b>
<b>PNY (Stylized) (Taiwan)</b>	<b>1,305,666</b>	<b>4/1/2008</b>
<b>PNY (Stylized) (Thailand)</b>	<b>KOR301,638</b>	<b>8/7/2009</b>
<b>PNY (Stylized) (Canada)</b>	<b>TMA 750,250</b>	<b>10/14/2009</b>
<b>PNY (Hong Kong)</b>	<b>300,906,183</b>	<b>11/2/2007</b>
<b>PNY (Stylized) (Hong Kong)</b>	<b>300,906,192</b>	<b>11/2/2007</b>
<b>PNY and PNY (Stylized) (Israel)</b>	<b>201,889 and 201,891</b>	<b>12/4/2008</b>
<b>PNY and PNY (Stylized) (Saudi Arabia)</b>	<b>1093/82, 1093/76 and 1093/83</b>	<b>9/6/2009</b>
<b>PNY Technologies (Hong Kong)</b>	<b>300,906,174</b>	<b>11/2/2007</b>
<b>PNY Technologies &amp; Design (with Red Line) (Hong Kong)</b>	<b>300,906,200</b>	<b>11/2/2007</b>
<b>PNY Technologies &amp; Design (with Red Line) (Malaysia)</b>	<b>07,015,547</b>	<b>11/18/2009</b>
<b>PNY Technologies &amp; PNY Technologies &amp; Design (with Red Line) (Philippines)</b>	<b>4-007-007461 and 4-2007-007463</b>	<b>3/31/2008</b>
<b>PNY Technologies &amp; PNY Technologies &amp; Design (with Red Line) (Yemen)</b>	<b>36,100, 36,101 and 36,099</b>	<b>10/12/2009</b>
<b>PNY Technologies &amp; Design (with Red Line) (Taiwan)</b>	<b>KOR301,639</b>	<b>8/7/2009</b>
<b>PNY &amp; PNY Technologies (Korea)</b>	<b>659,795 and 659,796</b>	<b>4/24/2006</b>
<b>PNY &amp; PNY Technologies (Canada)</b>	<b>TMA 731,025 and TMA 731,026</b>	<b>12/16/2008</b>
<b>PNY &amp; PNY Technologies (Australia)</b>	<b>1,185,354 and 1,185,359</b>	<b>2/18/2008</b>
<b>PNY Technologies &amp; Design (with Red Line)</b>	<b>659,797</b>	<b>4/24/2006</b>
<b>PNY Technologies &amp; PNY Technologies &amp; Design (Taiwan)</b>	<b>1,197,921 and 1,197,920</b>	<b>3/1/2006</b>

<b>Trademark</b>	<b>Registration/Serial Number</b>	<b>Registration Date</b>
<b>PNY Technologies &amp; PNY Technologies &amp; Design (Israel)</b>	<b>201,893 and 201,894</b>	<b>3/12/2009</b>
<b>Verto (Cambodia)</b>	<b>KH/28245/08</b>	<b>4/8/2008</b>
<b>Verto (Vietnam)</b>	<b>131,615</b>	<b>8/13/2009</b>
<b>Verto (Canada)</b>	<b>TMA 742,318</b>	<b>6/19/2009</b>
<b>Verto (Singapore)</b>	<b>5,125,104</b>	<b>2/1/2008</b>
<b>Verto (Malaysia)</b>	<b>07,019,303</b>	<b>6/12/2009</b>
<b>Verto (Japan)</b>	<b>T07/204,34Z</b>	<b>4/2008</b>
<b>Verto (Taiwan)</b>	<b>1,316,435</b>	<b>7/1/2008</b>
<b>Verto (Israel)</b>	<b>204,457</b>	<b>3/12/2009</b>
<b>PNY Verto &amp; Design (European Union)</b>	<b>006,586,358</b>	<b>1/7/2009</b>
<b>XLR (Stylized) (Thailand)</b>	<b>KOR298,785</b>	<b>6/10/2009</b>
<b>XLR8 (Cambodia)</b>	<b>KH/28244/08</b>	<b>4/8/2008</b>
<b>XLR8 (Oman)</b>	<b>53,202</b>	<b>6/29/2009</b>
<b>XLR8 (Israel)</b>	<b>204,456</b>	<b>3/12/2009</b>
<b>XLR8 (Japan)</b>	<b>5,233,093</b>	<b>5/22/2009</b>
<b>XLR8 (Malaysia)</b>	<b>07,019,302</b>	<b>6/16/2009</b>
<b>XLR8 (Philippines)</b>	<b>4-2007-010582</b>	<b>3/20/2008</b>
<b>XLR8 (Singapore)</b>	<b>T07/204,39J</b>	<b>2/11/2008</b>
<b>XLR8 (Vietnam)</b>	<b>123,305</b>	<b>4/17/2009</b>
<b>XLR8 (Saudi Arabia)</b>	<b>1093/81</b>	<b>9/6/2009</b>
<b>XLR8 (Yemen)</b>	<b>36,098</b>	<b>10/12/2009</b>
<b>XLR8 (Stylized) (European Union)</b>	<b>006,586,366</b>	<b>12/8/2008</b>
<b>XLR8 (Stylized) (Taiwan)</b>	<b>1,379,757</b>	<b>10/1/2009</b>

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated June 30, 2010, is by and between PNY TECHNOLOGIES, INC., formerly known as P.N.Y. Electronics, Inc., a Delaware corporation ("Debtor"), with its chief executive office at 299 Webro Road, Parsippany, New Jersey 07054, and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent"), having an office at 12 East 49<sup>th</sup> Street, New York, New York, 10017.

**W I T N E S S E T H :**

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Second Amended and Restated Loan and Security Agreement, dated of March 1, 2007, by and among Agent, Lenders, and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties as such term is defined in the Loan Agreement) a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the

"Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding:

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Except as otherwise permitted under Section 3(i), Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted hereunder and under the Loan Agreement and (iii) the licenses permitted under the Loan Agreement and this Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior



written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify the Agent within ten (10) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the written request of Agent, Debtor shall promptly execute and deliver to Agent any and all collateral assignments, agreements, instruments, documents and such other papers as may be requested by Agent in good faith to evidence the security interest in and collateral assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, provided, that, Debtor may abandon, omit to do such act or fail to maintain any of the Trademarks after thirty (30) days prior written notice to Agent with respect to any Trademarks that satisfy each of the following conditions: (i) any such Trademark is no longer used or useful in the business of the Debtor or any of its affiliates; (ii) any such Trademark has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Agent and (iii) any such Trademark is not otherwise material to the business of Debtor or any of its affiliates in any respect and has little or no value. Debtor shall notify Agent promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of each Trademark as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings. This section shall not apply to those Trademarks which Debtor abandons under Section 3(i) hereof.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's sole expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent and Lenders for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection

charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Events of Default. All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence and continuance of any Event of Default. (as defined in the Loan Agreement).

5. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Agent and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently as Agent may deem expedient. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

#### 6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30)

days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

#### 7. Miscellaneous.

(a) Except for service of process governed by Section 6(c), all notices, requests and demands hereunder to or upon the respective parties hereto shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	PNY Technologies, Inc. 299 Webro Road Parsippany, New Jersey 07054 Attention: Ms. Heidi Stuto Telephone No: (973) 560-5518
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	Teletype No.: (973) 560-5281
With a copy to:	McCarter & English, LLP Four Gateway Center 100 Mulberry Street Newark, New Jersey 07102 Attention: William J. Heller, Esq. Telephone No: (973) 639-6973 Teletype No.: (973) 297-3807
If to Agent:	Wells Fargo Bank, National Association 12 East 49 <sup>th</sup> Street New York, New York 10017 Attention: Portfolio Manager Telephone No.: (212) 545-4200 Facsimile No.: (212) 545-4283

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any of the Secured Parties pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(f) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

8. Termination of Security Agreement. Upon the payment in full of the Obligations and the termination of the commitments under the Loan Agreement, Debtor shall execute and deliver to Agent, at Debtor's expense, releases, termination statements and other instruments required to terminate the security interest provided for in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

PNY TECHNOLOGIES, INC., formerly known as  
P.N.Y. ELECTRONICS, INC.

By: *[Signature]*  
Name: *Harold D. [unclear]*  
Title: *President*

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, successor by merger to Wachovia  
Bank, National Association, as Agent

By: *[Signature]*  
Name: *Guido Cuomo*  
Title: *Vice President*

[Trademark Agreement]



**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF LICENSE AGREEMENTS**

License Agreements

<u>Name of Document</u>	<u>Date of Document</u>	<u>Licensor</u>	<u>Term</u>	<u>Licensed Intellectual Property</u>
Hewlett Packard HP Licensing Agreement	9/07	HP	12/31/2013	Flash and Flash Drives
New Jersey Nets Sponsorship	11/27/07	NJ NETS	2011-2012 NBA Season	
New Jersey Basketball, LLC	When the Nets leave NJ	NJ Nets	2 <sup>nd</sup> anniversary from the move to Brooklyn	
National Geographic Licensing and Sponsorship Agreement	7/07	National Geographic	12/11	Flash and Flash Drives
Susan G Komen Cause Related Marketing Program	4/10	Susan G Komen	3/11	4GB and 8GB Flash and Flash Drives
PLR Licensing Agreement	5/09	PLR for Polaroid	12/14	Flash Cards
Sony Motion Pictures	10/09	Sony	8/11	Flash and Flash Drives, Graphics

TRADEMARK

REEL: 004251 FRAME: 0179



