

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Recoton Corporation		07/08/2003	CORPORATION: NEW YORK
Recoton Accessories, Inc.		07/08/2003	CORPORATION: DELAWARE
Recoton Canada Ltd.		07/08/2003	CORPORATION: CANADA
Recoton Audio Corporation		07/08/2003	CORPORATION: DELAWARE
Recoton Mobile Electronics, Inc.		07/08/2003	CORPORATION: DELAWARE
Recoton Home Audio, zInc.		07/08/2003	CORPORATION: CALIFORNIA
Recoton (Hong Kong) Limited		07/08/2003	CORPORATION: HONG KONG

**RECEIVING PARTY DATA**

<b>Name:</b>	Electronics Trademark Holding Company LLC
<b>Street Address:</b>	c/o Audiovox Corp., 150 Marcus Blvd.
<b>City:</b>	Hauppauge
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11788
<b>Entity Type:</b>	LTD LIAB JT ST CO: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number
Registration Number:	1778708
Registration Number:	2627921
Serial Number:	76363889
Registration Number:	2558737
Registration Number:	1008947
Registration Number:	2628164
Registration Number:	1430911
Registration Number:	927195
Registration Number:	2617696
Serial Number:	76242864

CH \$440.00 1778708

Registration Number:	1126365
Registration Number:	1922837
Registration Number:	501769
Registration Number:	1246955
Registration Number:	2699707
Registration Number:	1717646
Registration Number:	1711294

**CORRESPONDENCE DATA**

Fax Number: (516)802-7008  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 516-802-7007  
Email: rlevy@levystopol.com  
Correspondent Name: Robert S. Levy  
Address Line 1: East Tower, 14th Floor, 190 EAB Plaza  
Address Line 4: Uniondale, NEW YORK 11556-0190

NAME OF SUBMITTER:	Mary Ann Schroder
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Total Attachments: 11  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is made as of July 8, 2003 (the “**Effective Date**”) by and between Recoton Corporation, a New York corporation (“**Recoton**”) and various of its affiliates, as set forth under the caption “Assignors” on the signature pages hereof (collectively, the “**Assignors**”), and Electronics Trademark Holding Company, LLC (“**Assignee**”), a Delaware limited liability company (referred to collectively as the “**Parties**” and individually as a “**Party**”).

**WHEREAS**, Recoton Accessories, Inc., a Delaware corporation, Recoton Canada Ltd., an Ontario, Canada corporation, Recoton, Recoton Audio Corporation, a Delaware corporation, Recoton Mobile Electronics, Inc., a Delaware corporation, Recoton Home Audio, Inc., a California corporation, Recoton (Hong Kong) Limited, a Hong Kong limited company and Recoton (Far East) Limited, a Hong Kong limited company, on the one hand, and Tora Acquisition Corporation, a Delaware corporation (“**Tora**”), on the other, entered into the Asset Purchase Agreement, dated June 3, 2003 (the “**Accessories Purchase Agreement**”);

**WHEREAS**, Recoton Audio Corporation, a Delaware corporation, Recoton Home Audio, Inc., a California corporation, Recoton Mobile Electronics, Inc., a Delaware corporation, Recoton International Holdings, Inc., a Delaware corporation, Recoton, Recoton Canada Ltd., an Ontario, Canada corporation, on the one hand, and JAX Assets Corporation, a Delaware corporation (“**JAX**”), on the other, entered into the Asset Purchase Agreement, dated June 3, 2003 (the “**Audio Purchase Agreement**,” and together with the Accessories Purchase Agreement, the “**Purchase Agreements**”);

**WHEREAS**, Assignors are the sole owners of all rights, title and interests in and to: (a) the trademarks, service marks, trade names, logos, designs, trade dress and slogans listed in Exhibit A, attached hereto and incorporated by reference herein, including, without limitation, all applications and registrations therefor and all common law rights therein; and (b) any and all domain names (or any other similar or successor address system) containing any of the foregoing items listed in clause (a) (including, without limitation, those domain names set forth in Exhibit B); and (c) the goodwill and reputation of the business connected with and symbolized by the items listed in clauses (a) and (b) (collectively, the “**Marks**”);

**WHEREAS**, by entry orders pursuant to, *inter alia*, section 363(f) of chapter 11, United States Code, each dated June 3, 2003 (the “**Sale Orders**”), the United States Bankruptcy Court for the Southern District of New York authorized the Assignors to enter into and consummate the Purchase Agreements and, among other acts, to form a special purpose limited liability company to prosecute, maintain and protect the Marks, and to transfer, or cause to be transferred, free and clear of all liens, claims and encumbrances the Marks into such special purpose entity;

**WHEREAS**, on July \_\_, 2003, Recoton filed with the Secretary of State of Delaware the Certificate of Formation for the Electronics Trademark Holding Company LLC, to serve as the special purpose limited liability company pursuant to the Sale Orders;

**WHEREAS**, Assignors wish to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

**WHEREAS**, contemporaneously herewith and in accordance with the Accessories Purchase Agreement, Assignee shall enter into a license agreement with Tora (the “**Accessory License Agreement**”), pursuant to which it shall grant Tora the exclusive right and license to use

the Marks in connection with certain consumer electronics accessory products (the “**Accessory Products**”); and

**WHEREAS**, contemporaneously herewith and in accordance with the Audio Purchase Agreement, Assignee shall enter into a license agreement with JAX, pursuant to which it shall grant JAX the exclusive right and license to use the Marks in connection with certain audio products other than the Accessory Products (the “**Audio Products**”) (the “**Audio License Agreement**,” together with the Accessory License Agreement, the “**License Agreements**”);

**NOW, THEREFORE**, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Pursuant to the Sale Orders and the Purchase Agreements, as applicable, each of the Assignors hereby transfers, conveys and assigns to Assignee, free and clear of all liens, claims and encumbrances, all right, title and interest throughout the world in and to the Marks, together with: (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Mark; and to settle and retain proceeds from any such actions) (collectively, the “**Rights**”). Assignors retain no rights to use the Marks and each agrees not to challenge the validity of Assignee’s ownership in the Marks.

2. **Cooperation.** Each Assignor shall take or cause to be taken any such further actions, and to execute, deliver and file or cause to be executed, delivered and filed, at Assignee’s expense, such further documents and instruments, and to obtain such consents, as may be required or requested by Assignee in order to effectuate fully the purposes, terms and conditions of this Agreement, including, without limitation, executing such written instruments and extending such other cooperation as may be necessary or appropriate, in Assignee’s sole discretion, to convey the Marks to Assignee, to perfect Assignee’s interest in the Marks, and to establish, evidence, maintain, defend and/or enforce Assignee’s rights in the Marks. Each of the Assignors hereby irrevocably appoints Assignee as the attorney-in-fact of and for such Assignor with full power and authority to take such further actions, and to execute, deliver and file such further documents and instruments, and to obtain such consents, in such Assignor’s name. The right, power and authority granted herein to said attorney-in-fact and agents shall commence and be in full force and effect as of the date indicated below. Each Assignor understands and agrees that such power and authority is coupled with an interest and is therefore irrevocable.

3. **Payment.** As full payment for the assignment of the Rights, the Assignors will receive the compensation set forth in the Purchase Agreements in accordance with the terms and conditions set forth therein.

4. **Representations and Warranties.** Each Assignor represents, warrants and covenants that: (a) such Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) such Assignor’s execution of and performance under this Agreement shall not breach any oral or written agreement with any third party, and no such agreement or arrangement of any kind with any third party shall in any way limit, restrict or

impair the Rights granted to Assignee under this Agreement; (c) such Assignor has the right to grant the Rights granted herein, free and clear of any adverse claims of any kind and without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (d) Assignors are unaware of any actual or threatened claims of infringement relating to any of the Marks and, to the best of Assignors' knowledge, understanding and belief, the Marks and the exercise of the Rights granted herein do not and shall not infringe, misappropriate or violate any trademark or other rights of any third party; and (e) the Marks shall not be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Each Assignor agrees to indemnify and hold harmless Assignee and its officers, directors, employees, stockholders and agents from and against any claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising out of or related to any breach of the foregoing representations and warranties.

**5. Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of one another, and shall not have the power to bind or obligate one another except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement, along with the Sale Orders, the Purchase Agreements and the License Agreements, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE:

ELECTRONICS TRADEMARK HOLDING COMPANY, LLC

By: *Patricia Javelle*  
Title: Manager  
Address: 150 Marcus Blvd., Hauppauge, NY 11788

ASSIGNORS:

RECOTON CORPORATION

By: \_\_\_\_\_  
Title: Executive Vice President  
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

RECOTON AUDIO CORPORATION  
RECOTON ACCESSORIES, INC.  
RECOTON HOME AUDIO, INC.  
RECOTON MOBILE ELECTRONICS, INC.  
RECOTON INTERNATIONAL HOLDINGS, INC.

By: \_\_\_\_\_  
Title: Vice President  
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

RECOTON CANADA LTD.

By: \_\_\_\_\_  
Title: President  
Address: 680 Granite Court, Pickering, Ontario, L1W 3J5, Canada

RECOTON (HONG KONG) LIMITED

By: \_\_\_\_\_  
Title: Director  
Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.


**ASSIGNEE:**

**ELECTRONICS TRADEMARK HOLDING COMPANY, LLC**


By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**ASSIGNORS:**

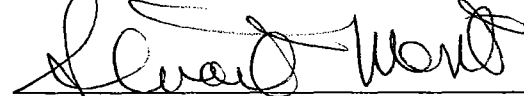
**RECOTON CORPORATION**

By:   
Title: Executive Vice President  
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

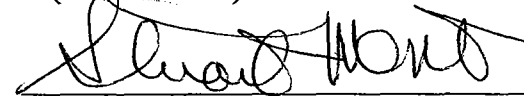
**RECOTON AUDIO CORPORATION**  
**RECOTON ACCESSORIES, INC.**  
**RECOTON HOME AUDIO, INC.**  
**RECOTON MOBILE ELECTRONICS, INC.**  
**RECOTON INTERNATIONAL HOLDINGS, INC.**

By:   
Title: Vice President  
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

**RECOTON CANADA LTD.**

By:   
Title: President  
Address: 680 Granite Court, Pickering, Ontario, L1W 3J5, Canada

**RECOTON (HONG KONG) LIMITED**

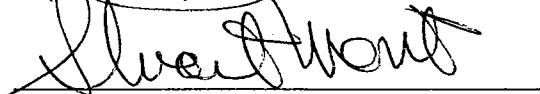
By:   
Title: Director  
Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

**RECOTON (FAR EAST) LIMITED**

By:

Title: Director

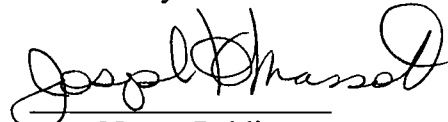
Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

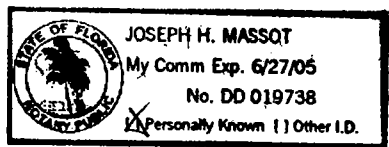
A handwritten signature in black ink, appearing to read 'Ivan Wong', is written over a horizontal line. The signature is cursive and stylized.



STATE OF FLORIDA        )  
  ) ss.:  
COUNTY OF SEMINOLE    )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is the Executive Vice President of RECOTON CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

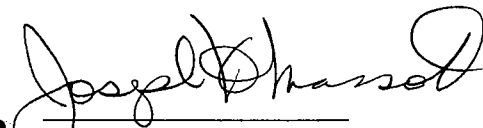
  
\_\_\_\_\_  
Notary Public

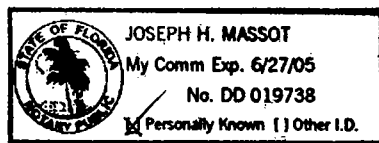


[Notarial Seal]

STATE OF FLORIDA        )  
  ) ss.:  
COUNTY OF SEMINOLE    )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is a Vice President of RECOTON AUDIO CORPORATION, RECOTON ACCESSORIES, INC., RECOTON MOBILE ELECTRONICS, INC. RECOTON HOME AUDIO, INC. AND RECOTON INTERNATIONAL HOLDINGS, INC., each a corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
\_\_\_\_\_  
Notary Public

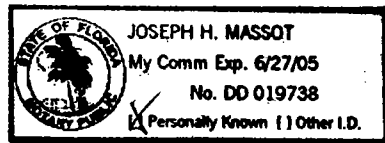


[Notarial Seal]

STATE OF FLORIDA        )  
                                  ) ss.:  
COUNTY OF SEMINOLE    )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida and that he is the President of RECOTON CANADA LTD., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

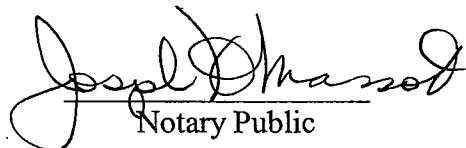
  
Notary Public

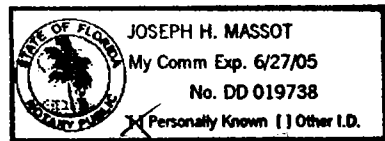


[Notarial Seal]

STATE OF FLORIDA        )  
                                  ) ss.:  
COUNTY OF SEMINOLE    )

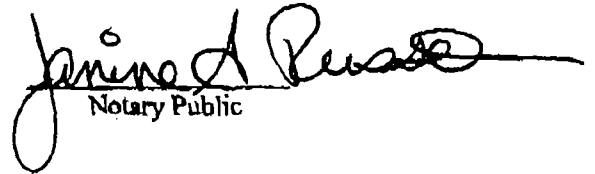
On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides 333 Victoria Avenue, Winter Park, Florida, and that he is a Director of RECOTON (HONK KONG) LIMITED and RECOTON (FAR EAST) LIMITED, each a corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public



[Notarial Seal]

On the 14<sup>th</sup> day of July, 2003, before me personally came Patrick M. Lavelle to me known, who, being by me duly sworn, did depose and say he resides at 150 Marcus Blvd, Hempstead, NY and that he is the Manager of ELECTRONICS TRADEMARK HOLDING COMPANY, LLC, the Delaware limited liability company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

  
Notary Public

[Notarial Seal]

**JANINE A. RUSSO**  
Notary Public, State of New York  
No. 4800881  
Qualified in Suffolk County  
Commission Expires 10/31/2005

SSL-DOCS2 70119840VJ

**EXHIBIT A**

**MARKS**

**I. TRADEMARKS AND SERVICE MARKS:**

ACOUSTIC RESEARCH  
ADVENT  
AR  
JENSEN

ROAD GEAR

**II. CORRESPONDING APPLICATIONS & REGISTRATIONS**

Mark Name	Country Name	Registration No.	Application No.	Owner	Status	Class
ACOUSTIC RESEARCH (Stylized)	United States	1,778,708	73/619,479			9
ACOUSTIC RESEARCH	United States	2,627,921	76/278,716			9
ADVENT	United States		76/363,889			9
ADVENT	United States	2,558,737	76/278,714			9
ADVENT	United States	1,008,947	72/458,842			9
AR (Stylized)	United States	2,628,164	76/338,550			9
AR (Stylized)	United States	1,430,911	73/569,527			9
AR	United States	927,195	72/325,940			9
AR	United States	2,617,696	76/278,717			9
JENSEN	United States		76/242,864			9
JENSEN	United States	1,126,365	73/172,605			9
JENSEN	United States	1,922,837	74/242,473			9
JENSEN	United States	501,769	71/527,518			9
JENSEN CONCERT SERIES (abandoned)	United States	1,246,955	73/378,456			9
ROAD GEAR (Stylized)	United States	2,699,707	76/338,540			9
ROAD GEAR	United States	1,717,646	74/151,318			9
ROAD GEAR (and Design)	United States	1,711,294	74/151,317			9

**EXHIBIT B**  
**DOMAIN NAMES**

acoustic-research.com  
acousticresearch.net  
adventaudio.com  
adventdirect.com  
jensen.com  
jensenaudio.com  
jensendirect.com  
jensenenergy.com  
jensengirl.com  
jensenhomeaudio.com  
jensenrocks.com  
nicefeatures.com