

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coby Electronics Corp.		10/31/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Association:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78507050	STINGRAY
Serial Number:	78508940	STINGRAY
Serial Number:	78543716	V ZON
Serial Number:	78558701	MP3
Serial Number:	78705443	COBY DVD RECORDING
Registration Number:	2798112	SWINGERS
Registration Number:	2821168	SORINAGA

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: pagodoa@federalresearch.com  
 Correspondent Name: CBCInnovis dba Federal Research  
 Address Line 1: 1023 Fifteenth Street, NW, Suite 401

CH \$190.00 78507050

Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	344151
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/03/2005

Total Attachments: 6  
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**AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT AND SECURITY  
AGREEMENT (PATENTS AND TRADEMARKS)**

This Amendment No. 1 to Collateral Assignment and Security Agreement (Patents and Trademarks) (as amended, supplemented or otherwise modified from time to time, this "**Amendment**") is made and entered into as of September 30, 2005 by and between **Coby Electronics Corp.**, a New York corporation ("**Grantor**"), and **PNC Bank, National Association**, as agent for the Lenders (as defined below) ("**Agent**").

**WHEREAS**, Grantor and Agent entered into that certain Collateral Assignment and Security Agreement (Patents and Trademarks) dated as of July 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") pursuant to that certain Revolving Credit and Security Agreement dated as of July 31, 2003 (the "**Original Credit Agreement**") among Grantor, those certain financial institutions party thereto from time to time ("**Lenders**") and Agent, as agent for the lenders (as amended, supplemented or otherwise modified from time to time, including by that certain Amended and Restated Revolving Credit and Security Agreement, which amended and restated as of August 27, 2004 the Original Credit Agreement, the "**Credit Agreement**");

**WHEREAS**, Grantor, Lenders and Agent are amending the Credit Agreement as of the date hereof in connection with, among other things, an increase in the maximum advance amount;

**WHEREAS**, Grantor and Agent wish to amend the IP Security Agreement so that it reflects Grantor's additional intellectual property;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Schedule I to the IP Security Agreement is hereby amended to add, in the appropriate sections, the patents, trademarks and trademark applications (the "**New IP**") identified on **Exhibit A** attached hereto
2. Grantor hereby acknowledges that pursuant to Section 6(a) of the IP Security Agreement, the provisions of the IP Security Agreement automatically apply to the New IP upon Grantor's acquisition of rights therein, and that this Amendment documents such automatic application.
3. Grantor further acknowledges and affirms the representations, warranties and covenants of Grantor with respect to the New IP and the rights and remedies of Agent with respect to the security interest in the New IP made and granted in the IP Security Agreement and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including without limitation that:
  - (a) Each of the New IP is subsisting and have not been adjudged invalid or unenforceable;
  - (b) Each of the Patents and Trademarks is valid and enforceable;

(c) To Grantor's knowledge, there is no outstanding claim, pending or threatened in writing, that the use by Grantor of any of the New IP infringes the intellectual property rights of any third person;

(d) To Grantor's knowledge, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the New IP, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, and covenants by Grantor not to sue third persons);

(e) Grantor has the right to enter into this Amendment and perform its terms;  
and

(f) Grantor has used, and will continue to use for the duration of the IP Security Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the New IP.

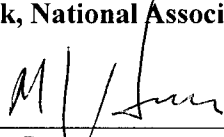
4. This Amendment may be executed by one or more parties to this Amendment on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall constitute one and the same instrument.

5. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SIMILAR SUCCESSOR PROVISION THERETO), BUT EXCLUDING ANY OTHER CONFLICTS-OF-LAW RULES.

*[Remainder of Page intentionally blank; signature pages follow.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to Collateral Assignment and Security Agreement (Patents and Trademarks) as of the date first above written.

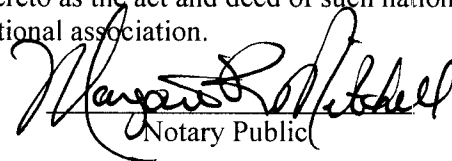
**PNC Bank, National Association**

By:   
Name: Marc Hansen  
Title: Vice President

**ACKNOWLEDGEMENT**

STATE OF NEW YORK ) *New York*  
                                  ) *ss.:*  
COUNTY OF NEW YORK ) *New York*

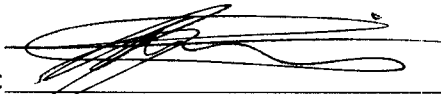
On the *31<sup>st</sup>* day of October, 2005, before me personally came Marc Hansen, to me known, who being by me duly sworn, did depose and say that he is the Vice President of PNC Bank, National Association, the national association described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such national association by order of the managing body of said national association.

  
Notary Public

MARGARET R. MITCHELL  
Notary Public, State of New York  
No. 01M16090137  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires April 7 2007

**SIGNATURE PAGE  
TO AMENDMENT NO. 1  
TO COLLATERAL ASSIGNMENT AND SECURITY  
AGREEMENT (PATENTS AND TRADEMARKS)**

Coby Electronics Corp.

By:   
Name: Raymond Kim  
Title: Secretary/Controller

**ACKNOWLEDGEMENT**

STATE OF New York )  
                                  ) ss.:  
COUNTY OF Queens )

On the 26<sup>th</sup> day of October, 2005, before me personally came Raymond Kim, to me known, who being by me duly sworn, did depose and say that he is the Sec/Controller of Coby Electronics Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

  
Notary Public

**ERICKA V. TITUS  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01T16114555  
QUALIFIED IN QUEENS COUNTY  
MY COMMISSION EXPIRES AUG. 16, 2008**

**EXHIBIT A  
TO AMENDMENT NO. 1  
TO COLLATERAL ASSIGNMENT AND SECURITY  
AGREEMENT (PATENTS AND TRADEMARKS)**

**REGISTERED PATENTS**

<u>Granted Patent</u>	<u>Country</u>	<u>Patent No.; File No.</u>	<u>Date Filed</u>
CD Player Design	USA	D489,349; 29/165,776	8/15/2002
CD Player Design	USA	D489,350; 29/165,842	8/15/2002
Radio Design	USA	D490,069	5/18/2004
Radio Design	USA	D490,070	5/18/2004

**REGISTERED TRADEMARKS**

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SWINGERS	USA	2798112	12/23/2003
SORINAGA	USA	2821168	3/9/2004
COBY	EU	003337029	1/31/2005
COBY	Venezuela	P-185900	-na-

**PENDING TRADEMARK APPLICATIONS**

<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
STINGRAY	USA	78507050	10/27/2004
STINGRAY	USA	78508940	11/1/2004
V ZON	USA	78543716	1/7/2005
MP3	USA	78558701	2/2/2005
COBY DVD RECORDING	USA	78705443	9/1/2005