

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coby Electronics Corp.		10/12/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78921046	ECOBY	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-421-4100		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Pryor Cashman Sherman & Flynn LLP		
Address Line 1:	410 Park Avenue		
Address Line 2:	attn: Louis Ciccone		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	369239		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$40.00 78921046

Date:

10/18/2006

Total Attachments: 10

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**AMENDMENT NO. 2 TO COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT (PATENTS AND TRADEMARKS)**

This Amendment No. 2 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 October 12, 2006 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.

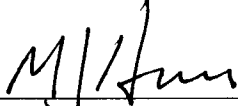
4. This Amendment may be executed by one or more parties to this Amendment on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall constitute one and the same instrument.

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. 2 to Collateral Assignment and Security Agreement (Patents and Trademarks) as of the date first above written.

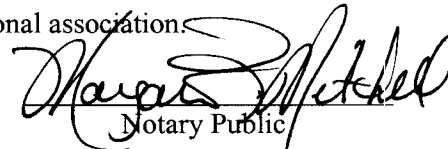
PNC Bank, National Association

By: 
Name: Marc Hansen
Title: Vice President

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of October, 2006, 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. 2
TO COLLATERAL ASSIGNMENT AND SECURITY
AGREEMENT (PATENTS AND TRADEMARKS)**

Coby Electronics Corp.

By: [Handwritten Signature]
Name: Young Dong Lee
Title: President

ACKNOWLEDGEMENT

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

On the 4th day of October, 2006, before me personally came Young Dong Lee, to me known, who being by me duly sworn, did depose and say that he is the President 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.

[Handwritten Signature: Ericka V. Titus]
Notary Public

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

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**EXHIBIT A
TO AMENDMENT NO. 2
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>
Speakerphone method	USA	6,957,089 09/871,570	5/31/2001
CD player design	USA	D482,013 29/165,776	11/11/2003
CD player design	USA	D482,343 29/165,842	11/18/2003
Radio design	USA	D481,374 29/173,542	10/28/2003
Radio design	USA	D511,765 S 29/215,868	10/26/2004
CD player design	USA	D485,251 29/171,307	11/20/2002
Radio design	USA	D514,085 29/215,867	10/26/2004
CD Telephone	USA	D513,743 29/205,973	5/24/2004
CD Telephone	USA	D512,976 29/206,010	5/24/2004
Portable DVD Player	USA	D521,964 29/210,419	7/30/2004

PENDING PATENT APPLICATIONS

<u>Filed Patent</u>	<u>Country</u>	<u>File No.</u>	<u>Date Filed</u>
Portable DVD Player	USA	11/009,396	12/10/2004
DVD Player	USA	60/755,767	1/4/2006
DVD Player	USA	29/251,049	1/4/2006

Portable DVD Player	USA	60/755,771	1/4/2006
Portable DVD Player	USA	29/242,767	11/15/2005
Portable DVD Player	Spain	531959.1	5/15/2006
Portable DVD Player	Mexico	PAf2006000936	5/15/2006
Portable DVD Player	USA	29/233,907	7/12/2005
Portable DVD Player	USA	29/244,732	12/14/2005
Portable DVD Player	Mexico	PAf2006001132	6/13/2006
Portable DVD Player	USA	60/755,765	1/4/2006
Portable DVD Player	USA	29/245,072	12/19/2005
Portable DVD Player	Mexico	PAf2006001151	6/15/2006
Portable DVD Player	USA	29/245,291	12/22/2005
Portable DVD Player	Mexico	PAf/2006001185	6/20/2006
Digital MP3 Player	USA	29/251,022	1/4/2006
Digital MP3 Player	USA	29/233,850	7/12/2005
Digital MP3 Player	Spain	462254.4	1/10/2006
Digital MP3 Player	Mexico	PAf2006000074	1/12/2006
Digital MP3 Player	USA	29/233,857	7/15/2005
Digital MP3 Player	USA	29/233,858	7/12/2005
Digital MP3 Player	USA	29/233,851	7/12/2006
Digital MP3 Player	USA	29/233,850	7/12/2005
Digital MP3 Player	Spain	462254.4	1/10/2006
Digital MP3 Player	Mexico	PAf2006000074	1/12/2006
Digital MP3 Player	USA	29/253,245	2/3/2006
Digital MP3 Player	USA	29/253,232	2/3/2006
Digital MP3 Player	USA	29/245,253	12/22/2005
CD player design	USA	29/233,847	7/12/2005

CD player design	Spain	462254.1	1/10/2006
CD player design	Mexico	PAf2006000071	1/12/2006
CD Stereo System	USA	29/242,765	11/15/2005
CD Stereo System	Spain	531959.2	5/15/2006
CD Stereo System	Mexico	PAf2006000935	5/15/2006
CD Stereo System	USA	29/242,766	11/15/2005
CD Stereo System	Spain	531959.3	5/15/2006
CD Stereo System	Mexico	PAf2006000937	5/15/2006
CD player design	USA	29/233,861	7/12/2005
CD player design	USA	29/233,848	7/12/2005
CD player design	Spain	462254.3	1/10/2006
CD player design	Mexico	PAf2006000070	1/12/2006
CD Portable Design	USA	29/233,909	7/12/2005
CD Portable Design	Spain	462254.2	1/10/2006
CD Portable Design	Mexico	PAf2006000075	1/12/2006
Radio design	USA	29/245,292	12/22/2005
Radio design	Mexico	PAf2006001186	6/20/2006
Radio design	USA	29/253,229	2/3/2006
Radio design	USA	29/253,244	2/3/2006
Radio design	USA	29/233,849	7/12/2005
Radio design	Spain	462254.6	1/10/2006
Radio design	Mexico	PAf2006000073	1/12/2006
Radio design	USA	29/253,230	2/3/2006
Radio design	USA	29/253,231	2/3/2006
Stereo Headphone	USA	29/233,910	7/12/2005
Stereo Headphone	Spain	462254.4	1/10/2006

Stereo Headphone	Mexico	PAF2006000072	1/12/2006
Stereo Headphone	USA	60/755,768	1/4/2006
Stereo Headphone	USA	29/251,023	1/4/2006
Stereo Headphone	USA	60/755,766	1/4/2006
Stereo Headphone	USA	29/251,050	1/4/2006

REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COBY	Hong Kong	200201080	
COBY	Iceland	667/2006	
COBY	Singapore	T0514834E	
COBY	Switzerland	544.241	

PENDING TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
COBY	Bahrain	49371	08/01/06
COBY	Brazil	828312206	04/26/06
V ZON	China		07/04/06
COBY	Costa Rica	2005-9652	12/15/05
COBY	Dominican Republic	56229	8/1706
V ZON	EU (European Union)	5173232	06/30/06
COBY	Honduras	25705/2006	07/14/06
V ZON	Hong Kong	300684955	07/21/06
COBY	India	1472141	07/21/06
COBY	Indonesia	D00 2006 014257	05/05/06

COBY	Israel	187903	02/27/06
COBY	Jordan	27372	07/20/06
COBY	Kuwait	78599	07/22/06
COBY	Nicaragua	2006-2635	07/28/06
COBY	Norway	200601560	02/15/06
COBY	Panama	153482	08/08/06
COBY	Philippines	4 2005 012452	12/19/05
COBY	Qatar	40312	07/03/06
COBY	Saudi Arabia	107632	07/04/06
COBY	Taiwan	095018983	04/14/06
COBY	Thainland	628539	06/08/06
COBY	Trinidad & Tobago	37500	07/20/06
COBY	United Arab Emirates	82746	07/11/06
eCoby	United States	78/921,046	06/30/06