

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
Metra Electronics Corporation		03/09/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree St
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	banking corporation: GEORGIA

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3839279	ICARUS
Registration Number:	3808416	ICARUS
Registration Number:	3569485	
Registration Number:	3569484	SHURIKEN HIGH PERFORMANCE BATTERIES
Registration Number:	3575303	BALLISTIC
Registration Number:	3575302	BALLISTIC
Registration Number:	3593831	WARLOCK
Registration Number:	3538321	SHURIKEN
Registration Number:	3400587	II INSTALLER INSTITUTE
Registration Number:	3337957	KNOWLEDGE IS POWER
Registration Number:	2900512	THE INSTALL BAY INSTALLATION HARDWARE
Registration Number:	2900466	THE INSTALL BAY
Registration Number:	2894395	RAPTOR

CH \$1315.00 3839279

Registration Number:	2894345	RAPTOR
Registration Number:	2883965	TURBO2
Registration Number:	2883964	TURBO2 INTERFACE SYSTEM
Registration Number:	2835203	ETHEREAL
Registration Number:	2841253	TSUNAMI
Registration Number:	3230362	SILENCE IT!
Registration Number:	3165796	MONKEY VIDEO
Registration Number:	3194818	SPEAKERWORKS
Registration Number:	3115817	WIRE-TUNES
Registration Number:	2988829	FISHCAMP
Registration Number:	3090716	EL LOBO
Registration Number:	3081162	AXXESS
Registration Number:	2706529	ETHEREAL HOME THEATER
Registration Number:	2708813	ETHEREAL
Registration Number:	2540324	TURBOKIT
Registration Number:	2348899	METRACORP
Registration Number:	2398202	METRA.THE WORLD'S BEST KITS
Registration Number:	2207637	TSUNAMI
Registration Number:	2112342	METRA
Registration Number:	2105537	METRA
Registration Number:	2276330	SMART CABLE
Registration Number:	2146849	THE BEST
Registration Number:	2091649	ROADWORKS
Registration Number:	1949748	INSTALLER INSTITUTE
Registration Number:	1939128	SPEAKERWORKS
Registration Number:	1979961	ANTENNAWORKS
Registration Number:	1873202	AUTOWORKS
Registration Number:	1949914	BIG DOG INSTALLER CLUB
Registration Number:	1969086	BIG DOG INSTALLER
Registration Number:	1779514	DASHWORKS
Registration Number:	1583473	THE INSTALLER'S CHOICE
Serial Number:	85048342	PIRATE AUDIO WHATS IN YOUR TRUNK
Serial Number:	85047787	PIRATE AUDIO
Serial Number:	85143327	3D TECHNOLOGY
Serial Number:	85145855	3D TECHNOLOGY

	85145852	3D TECHNOLOGY
Serial Number:	85143291	HEADGEAR
Serial Number:	85061216	KATANA
Serial Number:	85278127	AUDIO SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (678)533-7787
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steven L. Schaaf, Paralegal
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3678.48
NAME OF SUBMITTER:	Robert A. Crosby
Signature:	/RAC/
Date:	04/19/2011

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 9th day of March, 2011, between **SUNTRUST BANK**, a Georgia banking association, having an office at 303 Peachtree Street, 23rd Floor, Atlanta, Georgia 30308 (together with its successors and assigns, "Lender"), and **METRA ELECTRONICS CORPORATION**, a Florida corporation having its principal place of business at 460 Walker Street, Holly Hill, Florida 32117 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan Agreement dated March 9, 2011, (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitment; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens.

4. The Company covenants and agrees with Lender that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) The Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and

customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be

borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Base Rate.

12. The Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. The Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless the Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity

or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. The Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. **To the fullest extent permitted by applicable law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following page]

WITNESS the execution hereof under seal as of the day and year first above written.

William Fornino
ATTEST
WILLIAM FORNINO
MY COMMISSION # DD 899938
EXPIRES: August 4, 2013
Bonded Thru Budget Notary Services
NOTARY PUBLIC
STATE OF FLORIDA

_____, Secretary
[CORPORATE SEAL]

METRA ELECTRONICS CORPORATION
("Company")

By: *[Signature]*
Name: William J. Jorel
Title: CEO

Accepted in Atlanta, Georgia:

SUNTRUST BANK
("Lender")

By: _____
Name: _____
Title: _____

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

METRA ELECTRONICS CORPORATION
("Company")

_____, Secretary
[CORPORATE SEAL]

By: _____
Name: _____
Title: _____

Accepted in Atlanta, Georgia:

SUNTRUST BANK
("Lender")


By: 
Name: Mark Robinson
Title: Director

EXHIBIT ATrademarks and Trademark Applications**United States Trademarks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ICARUS	3,839,279	8/24/10
ICARUS	3,808,416	6/22/10
Design only	3,569,485	2/3/09
SHURIKEN HIGH PERFORMANCE BATTERIES	3,569,484	2/3/09
BALLISTIC	3,575,303	2/17/09
BALLISTIC	3,575,302	2/17/09
WARLOCK	3,593,831	3/24/09
SHURIKEN	3,538,321	11/25/08
II INSTALLER INSTITUTE	3,400,587	3/25/08
KNOWLEDGE IS POWER	3,337,957	11/20/07
THE INSTALL BAY INSTALLATION HARDWARE	2,900,512	11/2/04
THE INSTALL BAY	2,900,466	11/2/04
RAPTOR	2,894,395	10/19/04
RAPTOR	2,894,345	10/19/04
TURBO2	2,883,965	9/14/04
TURBO2 INTERFACE SYSTEM	2,883,964	9/14/04
ETHEREAL	2,835,203	4/20/04
TSUNAMI	2,841,253	5/11/04
SILENCE IT!	3,230,362	4/17/07
MONKEY VIDEO	3,165,796	10/31/06
SPEAKERWORKS	3,194,818	1/2/07
WIRE-TUNES	3,115,817	7/18/06
FISHCAMP	2,988,829	8/30/05
EL LOBO	3,090,716	5/9/06
AXXESS	3,081,162	4/18/06
ETHEREAL HOME THEATER	2,706,529	4/15/03
ETHEREAL	2,708,813	4/22/03

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TURBOKIT	2,540,324	2/19/02
METRACORP	2,348,899	5/9/00
METRA.THE WORLD'S BEST KITS	2,398,202	10/24/00
TSUNAMI	2,207,637	12/1/98
METRA	2,112,342	11/11/97
METRA	2,105,537	10/14/97
SMART CABLE	2,276,330	9/7/99
THE BEST	2,146,849	3/24/98
ROADWORKS	2,091,649	8/26/97
INSTALLER INSTITUTE	1,949,748	1/16/96
SPEAKERWORKS	1,939,128	12/5/95
ANTENNAWORKS	1,979,961	6/11/96
AUTOWORKS	1,873,202	1/10/95
BIG DOG INSTALLER CLUB	1,949,914	1/23/96
BIG DOG INSTALLER	1,969,086	4/23/96
DASHWORKS	1,779,514	6/29/93
THE INSTALLER'S CHOICE	1,583,473	2/20/90

United States Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>
PIRATE AUDIO WHATS IN YOUR TRUNK	85/048,342	5/26/10
PIRATE AUDIO	85/047,787	5/25/10
3D TECHNOLOGY	85/143,327	10/1/10
3D TECHNOLOGY	85/145,855	10/5/10
3D TECHNOLOGY	85/145,852	10/5/10
HEADGEAR	85/143,291	10/1/10
KATANA	85/061,216	6/11/10

Foreign Trademarks and Trademark Applications

None.

Additional United States Trademark Application(s)

(added to Exhibit A by Lender pursuant to the authority granted by the Company in Section 8 of the foregoing Trademark Security Agreement)

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>
AUDIO SOLUTIONS	85/278,127	3/27/11