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
Universal Electronics Inc.		09/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1789855	BIG EASY
Registration Number:	1802632	KEY MAGIC
Registration Number:	1610477	ONE FOR ALL
Registration Number:	1923489	ONE FOR ALL
Registration Number:	2150809	UNIVERSAL ELECTRONICS
Registration Number:	2150807	UNIVERSAL ELECTRONICS
Registration Number:	2499532	PUTTING YOU IN CONTROL OF TECHNOLOGY
Registration Number:	2443970	DESIGNED WITH UEI TECHNOLOGY
Registration Number:	2543000	DESIGNED WITH UEI TECHNOLOGY
Registration Number:	2628640	MILLENNIUM
Registration Number:	2981350	NEVO
Registration Number:	2815501	MY NEVO
Registration Number:	2839024	
Registration Number:	2867308	

CH $640.00 1789855

Registration Number:	2851418	NEW EVOLUTION IN HOME CONTROL
Registration Number:	3600689	SIMPLE DEVICES
Registration Number:	2707108	SIMPLEWARE
Registration Number:	3060615	KAMELEON
Registration Number:	3159301	XMP
Registration Number:	3262061	NEVOSTUDIO
Registration Number:	3782851	NEVOXPRESS
Registration Number:	3292603	SIMPLECENTER
Registration Number:	3940983	
Registration Number:	3785548	XSIGHT
Registration Number:	3743165	EZ-RC

CORRESPONDENCE DATA

Fax Number: 6123408856

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-6842

Email: cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP, 50 South Sixth St

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M235625
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	09/24/2012

Total Attachments: 6

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Execution Version

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 14, 2012, is made by UNIVERSAL ELECTRONICS INC., a Delaware corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Secured Party.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of September 14, 2012, made and given by the Grantor to the Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted a security interest in its assets to secure its obligations to the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Secured Party a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. EXCLUSION OF INTENT-TO-USE APPLICATION. Notwithstanding Section 2, this Confirmatory Grant will not relate to or affect Grantor's trademark

applications based on intent-to-use the mark—which are identified and marked with an asterisk in Schedule I—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

UNIVERSAL ELECTRONICS INC.

By: _____
Name: Bryan Hackworth
Title: CFO

Address for Grantor:

Universal Electronics Inc.
at its World Headquarters address found
on its website – www.ueic.com

TRADEMARK
REEL: 004865 FRAME: 0947

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____
Name: Steven G. Krenik
Title: Vice President

Address for the Secured Party:
U.S. Bank National Association
4100 Newport Place, Suite 900
Newport Beach, California 92660

TRADEMARK
REEL: 004865 FRAME: 0948

SCHEDULE I

REGISTERED TRADEMARKS	REG. DATE	REG. NO
BIG EASY	24-Aug-93	1789855
KEY MAGIC	02-Nov-93	1802632
ONE FOR ALL	21-Aug-90	1610477
ONE FOR ALL & Design	03-Oct-95	1923489
UNIVERSAL ELECTRONICS & DESIGN	14-Apr-98	2150809
UNIVERSAL ELECTRONICS & DESIGN	14-Apr-98	2150807
PUTTING YOU IN CONTROL OF TECHNOLOGY	23-Oct-01	2499532
DESIGNED WITH UEI TECHNOLOGY & Design	17-Apr-01	2443970
DESIGNED WITH UEI TECHNOLOGY & Design	26-Feb-02	2543000
MILLENNIUM	01-Oct-02	2628640
NEVO	02-Aug-05	2981350
MY NEVO	17-Feb-04	2815501
MISCELLANEOUS DESIGN (NEVO)	04-May-04	2839024
MISCELLANEOUS DESIGN (NEVO)	27-Jul-04	2867308
NEW EVOLUTION IN HOME CONTROL	08-Jun-04	2851418
SIMPLEDEVICES	07-Apr-09	3600689
SIMPLEWARE	15-Apr-03	2707108
KAMELEON	21-Feb-06	3060615
XMP	17-Oct-06	3159301
NEVOSTUDIO	10-Jul-07	3262061
NEVOXPRESS	27-Apr-10	3782851
SIMPLECENTER	18-Sep-07	3292603
CRICKET Design	05-Apr-11	3940983

REGISTERED TRADEMARKS	REG. DATE	REG. NO
XSIGHT	04-May-10	3785548
EZ-RC	26-Jan-10	3743165
TRADEMARK APPLICATIONS	APPL DATE	APPL #
ONE FOR ALL	30-Jan-12	85/528,174