

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klipsch Group, Inc.		04/24/2016	Corporation: DELAWARE
Audio Products International Corp., an Ontario company		04/24/2016	Company: ONTARIO
Voxx International Corporation, a Delaware corporation		04/24/2016	Corporation: DELAWARE
Voxx Electronics Corp., a Delaware corporation		04/24/2016	Corporation: DELAWARE
Code Systems, Inc., a Delaware corporation		04/24/2016	Corporation: DELAWARE
Technuity, Inc., an Indiana corporation		04/24/2016	Corporation: INDIANA
Electronics Trademark Holding Company, LLC, a Delaware Limited Liability Company		04/24/2016	Limited Liability Company: DELAWARE
Omega Research and Development Technology LLC, a Delaware Limited Liability Company		04/24/2016	Limited Liability Company: DELAWARE
Voxxhirschmann Corporation, a Delaware corporation		04/24/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4415597	808
Registration Number:	4585910	808
Registration Number:	4565406	808 DUO

OP \$1015.00 4415597

Property Type	Number	Word Mark
Registration Number:	4810013	808 PERFORMER
Registration Number:	4810014	808 PERFORMERBT
Registration Number:	4725085	808 SOUND CAP
Registration Number:	4323572	ACOUSTIC RESEARCH
Registration Number:	4338564	ADVENT
Registration Number:	4352942	AR
Registration Number:	4394959	AR
Registration Number:	4664572	AUDIOVOX MOBILE TV
Registration Number:	4556460	CAR CONNECTION
Registration Number:	4864579	CC CAR CONNECTION 2.0
Registration Number:	4839515	CHAMP E-PREP GEAR
Registration Number:	4415598	DRIFT
Registration Number:	4814470	I INVISION DEALERDIRECT
Registration Number:	4356924	JENSEN
Registration Number:	4518439	LOT SPOT
Registration Number:	4565396	MORE SMILES PER MILE
Registration Number:	4935476	OMEGA
Registration Number:	4355385	PANTHER
Registration Number:	4312968	PHASE LINEAR
Registration Number:	4537627	PRESTIGE
Registration Number:	4512764	SHUTTERBALL
Registration Number:	4716959	SOUNDBOARD
Registration Number:	4401597	SOUNDFLOW
Registration Number:	4257348	SYMPHONIX
Registration Number:	4773731	VOXXHIRSCHMANN CORPORATION
Registration Number:	4773732	VOXXHIRSCHMANN
Registration Number:	4565330	GIG
Registration Number:	4415556	KEEPERS OF THE SOUND
Registration Number:	4534141	KLIPSCH STADIUM
Registration Number:	4700226	OVAL COMFORT FIT EAR TIPS
Serial Number:	86723844	EXCALIBUR
Serial Number:	86665278	HORIZON
Serial Number:	86853501	MYGUARD
Serial Number:	86785840	MYWAYTV
Serial Number:	86675376	OMEGA LINKR
Serial Number:	86356209	RCA AIR
Serial Number:	85663123	KLIPSCH CONSOLE

CORRESPONDENCE DATA**Fax Number:** 8009144240*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 614-280-3566**Email:** james.murray@wolterskluwer.com**Correspondent Name:** James Murray**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219**NAME OF SUBMITTER:** Joanne BL Arnold**SIGNATURE:** /Joanne BL Arnold/**DATE SIGNED:** 05/23/2016**Total Attachments: 21**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26 day of April, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among VOXX International Corporation, a Delaware corporation ("Parent"), VOXX Accessories Corp., a Delaware corporation ("VAC"), VOXX Electronics Corporation, a Delaware corporation ("VEC"), Code Systems, Inc., a Delaware corporation ("CSI"), Invision Automotive Systems, Inc., a Delaware corporation ("IAS") and Klipsch Group, Inc., an Indiana corporation ("Klipsch" and together with each of VAC, VEC, CSI and IAS, each, individually, a "Borrower" and, collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not

limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF

LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KLIPSCH GROUP, INC.

By: [Signature]
Name: Charles M. Stoehr
Title: Vice President

AUDIO PRODUCTS INTERNATIONAL CORP.

By: _____
Name: T. Paul Jacobs
Title: Chief Executive Officer

VOXX INTERNATIONAL CORPORATION

By: [Signature]
Name: Charles M. Stoehr
Title: Senior Vice President and CFO

VOXX ELECTRONICS CORPORATION

By: [Signature]
Name: Loriann Shelton
Title: CFO, Secretary, Treasurer

CODE SYSTEMS, INC.

By: [Signature]
Name: Charles M. Stoehr
Title: CFO

TECHNUITY, INC.

By: [Signature]
Name: Loriann Shelton
Title: Secretary

**ELECTRONICS TRADEMARK HOLDING
COMPANY, LLC**

By: [Signature]
Name: Charles M. Stoehr
Title: Secretary

**OMEGA RESEARCH AND DEVELOPMENT
TECHNOLOGY LLC**

By: [Signature]
Name: Loriann Shelton
Title: Secretary

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GRANTORS:

KLIPSCH GROUP, INC.

By: _____

Name: Charles M. Stoehr

Title: Vice President

AUDIO PRODUCTS INTERNATIONAL CORP.

By:  _____

Name: T. Paul Jacobs

Title: Chief Executive Officer

VOXX INTERNATIONAL CORPORATION

By: _____

Name: Charles M. Stoehr

Title: Senior Vice President and CFO

VOXX ELECTRONICS CORPORATION

By: _____

Name: Loriann Shelton

Title: CFO, Secretary, Treasurer

CODE SYSTEMS, INC.

By: _____

Name: Charles M. Stoehr

Title: CFO

TECHNUITY, INC.

By: _____

Name: Loriann Shelton

Title: Secretary

**ELECTRONICS TRADEMARK HOLDING
COMPANY, LLC**

By: _____

Name: Charles M. Stoehr

Title: Secretary

**OMEGA RESEARCH AND DEVELOPMENT
TECHNOLOGY LLC**

By: _____

Name: Loriann Shelton

Title: Secretary

TRADEMARK

REEL: 005799 FRAME: 0237

VOXXHIRSCHMANN CORPORATION

By: 

Name: Charles M. Stoehr

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005799 FRAME: 0238

ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK NATIONAL ASSOCIATION

By: 

Name: Robert H. Milhorat

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005799 FRAME: 0239

Schedule I

Trademarks

Trademark	Country	Owner	Application No.	Registration No.
"I" STYLIZED	US	VOXX International Corporation	76-593,345	3,121,227
808	US	VOXX International Corporation	85/618,691	4,415,597
808	US	VOXX International Corporation	86032099	4,585,910
808 DUO	US	VOXX International Corporation	85/957411	4,565,406
808 Performer	US	VOXX International Corporation	86358931	4,810,013
808 PerformerBT	US	VOXX International Corporation	86358940	4,810,014
808 SOUND CAP	US	VOXX International Corporation	86201858	4,725,085
ACOUSTIC RESEARCH	US	Electronics Trademark Holding Company LLC	73/619,479	1,778,708
ACOUSTIC RESEARCH	US	Electronics Trademark Holding Company LLC	85/700,746	4,323,572
ACOUSTIC RESEARCH	Canada	Electronics Trademark Holding Company LLC	1108733	TMA584,875
ADVENT	US	Electronics Trademark Holding Company LLC	72/458,842	1,008,947
ADVENT	US	Electronics Trademark Holding Company LLC	76/363,889	4,255,608
ADVENT	US	Electronics Trademark Holding Company LLC	85/537,545	4,205,860
ADVENT	US	Electronics Trademark Holding Company LLC	85739885	4,338,564
ADVENT	Canada	Electronics Trademark Holding Company LLC	0383347	TMA211,030
ADVENT	Canada	Electronics Trademark Holding Company LLC	0369077	TMA210,872
AMBICO	Canada	VOXX International Corporation	0479346	TMA271,108
AR	US	Electronics Trademark Holding Company LLC	85/700,801	4,352,942
AR (STYLIZED)	US	Electronics Trademark Holding Company LLC	85/700,905	4,394,959
AR	Canada	Electronics Trademark Holding Company LLC	0321444	TMA167,896
AUDIOVOX	US	VOXX International	73/579,578	1,432,756

Trademark	Country	Owner	Application No.	Registration No.
		Corporation		
AUDIOVOX	US	VOXX International Corporation	73/228,658	1,234,338
AUDIOVOX	US	VOXX International Corporation	78/751,219	3,274,427
AUDIOVOX	Canada	VOXX International Corporation	0348234	TMA199,669
AUDIOVOX MOBILE TV	US	VOXX International Corporation	86063844	4,664,572
AUTO CINEMA	US	VOXX International Corporation	76-321,515	2,591,492
BATTERIES.COM	US	VOXX International Corporation	75/756,868	2,427,670
CAR CONNECTION	US	VOXX International Corporation	85/632,100	4,556,460
CAR CONNECTION 2.0	US	VOXX International Corporation	86542394	4,864,579
CARLINK	US	VOXX Electronics Corp.	78/471,114	3,282,358
CHAMP E-PREP GEAR	US	VOXX International Corporation	86378668	4,839,515
CHANGING ENTERTAINMENT. AGAIN.	US	VOXX International Corporation	75/642,442	2,376,981
CHANGING ENTERTAINMENT. AGAIN.	Canada	VOXX International Corporation	1038625	TMA559,178
CHAPMAN	US	Code Systems Inc.	78/439,501	3,084,520
CODE ALARM	US	Code Systems Inc.	75/333,753	2,240,293
CODE ALARM	US	Code Systems Inc.	77/738,371	3,855,492
CODE ALARM (STYLIZED)	US	Code Systems Inc.	75/333,755	2,240,294
CODE ALARM	Canada	Code Systems Inc.	1,298,261	TMA729,918
CODE ALARM (DESIGN)	Canada	Code Systems Inc.	1,298,262	TMA739,267
CODE-ALARM	Canada	Code Systems Inc.	1,298,391	TMA762,566
CRIME GUARD	US	Omega Research and Development Technology LLC	74/265,147	1,741,174
DISCWASHER	US	VOXX International Corporation	73/365,751	1,286,700
DISCWASHER	US	VOXX International Corporation	72449009	1,017,697
DISCWASHER	Canada	VOXX International Corporation	0410722	TMA234,293
DOG PICTURE (RCA)	US	VOXX International Corporation	74/337,375	1,804,225
DRIFT	US	VOXX International Corporation	85/618,718	4,415,598
EXCALIBUR	US	Omega Research and Development Technology LLC	73/462,858	1,309,829

Trademark	Country	Owner	Application No.	Registration No.
EXCALIBUR	US	Omega Research and Development Technology LLC	73/343,473	1,415,611
EXCALIBUR	US	Omega Research and Development Technology LLC	86/723,844	
EXCALIBUR	Canada	Omega Research and Development Technology LLC	0629521	TMA387,720
FM+	US	VOXX Electronics Corp.	73/792,217	1,574,559
FREEDOM KEYLESS ENTRY & SECURITY	US	Omega Research and Development Technology LLC	75/470,497	2,266,793
GAMMA LOOP	US	VOXX Electronics Corp.	73/794,521	1,606,197
HEADSHOX	US	VOXX International Corporation	77/672,851	3,719,944
HORIZON	US	VOXX International Corporation	86/665,278	
i Invision Dealer Direct	US	VOXX International Corporation	86/369,343	4,814,470
IF IT'S TOO LOUD YOU'RE TOO OLD	US	VOXX Electronics Corp.	85/534,150	4,205,599
INVISION	US	VOXX International Corporation	77/769,936	3,744,508
INVISION MOBILE VIDEO	US	VOXX International Corporation	76/603,030	3,362,813
JENSEN	US	Electronics Trademark Holding Company LLC	74/242,473	1,922,837
JENSEN	US	Electronics Trademark Holding Company LLC	85/700,935	4,356,924
JENSEN	Canada	Electronics Trademark Holding Company LLC	1138909	TMA583,383
JENSEN	Canada	Electronics Trademark Holding Company LLC	043170700	TMA246,336
JENSEN (stylized)	Canada	Electronics Trademark Holding Company LLC	0256422	TMA122,726
K-9 CAR ALARM	US	Omega Research and Development Technology LLC	73/829,207	1,594,102
K-9 CAR ALARM	Canada	Omega Research and Development Technology LLC	0720928	TMA430222
LOT SPOT	US	VOXX International Corporation	85/663,099	4,518,439
LYRA	Canada	VOXX International Corporation	1017980	TMA541,217
MORE SMILES PER MILE	US	VOXX International Corporation	85/952,614	4,565,396
MOVIES2GO	US	VOXX Electronics Corp.	78/471,087	3,013,285
MYGUARD	US	VOXX International Corporation	86/853,501	
MYWAYTV	US	VOXX International Corporation	86/785,840	
OMEGA	US	Omega Research and Development Technology LLC	86/675,388	4,935,476

Trademark	Country	Owner	Application No.	Registration No.
OMEGA LinkR	US	Omega Research and Development Technology LLC	86/675,376	
PANTHER	US	VOXX International Corporation	85/660,246	4,355,385
PHASE LINEAR	US	VOXX Electronics Corp.	85/700,663	4,312,968
PICTURE OF DOG	Canada	VOXX International Corporation	0210516	UCA39158
PICTURE OF DOGS	Canada	VOXX International Corporation	0799193	TMA466,930
PRESTIGE	US	VOXX International Corporation	86/095,115	4,537,627
PRESTIGE	Canada	VOXX International Corporation	1097988	TMA585,715
PSYREN THE PSYCHO SIREN (STYLIZED)	US	Omega Research and Development Technology LLC	75/864,821	2,556,897
PURSUITRAK	US	VOXX Electronics Corp.	78/471,019	3,486,164
RCA	US	VOXX International Corporation	72/289,946	852,758
RCA	US	VOXX International Corporation	72/289,949	852,759
RCA	US	VOXX International Corporation	75/983,647	3,526,102
RCA	US	VOXX International Corporation	75/983,644	3,526,099
RCA	US	VOXX International Corporation	75/983,643	3,522,951
RCA	US	VOXX International Corporation	72/324,570	887,899
RCA	US	VOXX International Corporation	72/324,566	887,898
RCA	US	VOXX International Corporation	75/983,663	3,668,029
RCA	US	VOXX International Corporation	75/983,662	3,668,028
RCA	US	VOXX International Corporation	75/983,658	3,641,532
RCA	US	VOXX International Corporation	75/983,657	3,641,533
RCA	US	VOXX International Corporation	72/301,594	866,375
RCA	US	VOXX International Corporation	72/301,312	866,374
RCA	US	VOXX International Corporation	78/065,363	2,885,017
RCA	Canada	VOXX International Corporation	0318326	TMA168,402
RCA	Canada	VOXX International Corporation	0524701	TMA309,214

Trademark	Country	Owner	Application No.	Registration No.
RCA Air	US	VOXX International Corporation	86/356,209	
RECOTON	Canada	VOXX International Corporation	01857332	UCA21058
REVOLUTION	US	VOXX International Corporation	78-636,080	3,744,766
ROAD GEAR	Canada	Electronics Trademark Holding Company LLC	0773827	TMA457999
SHUTTER BALL	US	VOXX International Corporation	86/007,918	4,512,764
SMALL WONDER	Canada	VOXX International Corporation	1305180	TMA834,269
SOUNDBOARD	US	VOXX International Corporation	85/864,570	4,716,959
SOUNDFLOW	US	VOXX International Corporation	85/728,410	4,401,597
SPIKEMASTER	US	VOXX International Corporation	73/504,218	1,462,534
SPIKEMASTER	Canada	VOXX International Corporation	1285649	TMA 680,559
START STICK	Canada	Code Systems Inc.	1308483	TMA810,825
SYMPHONIX	US	VOXX International Corporation	85/606,612	4,257,348
TERK	US	VOXX Electronics Corp.	74/220,662	1,713,298
TRUE-FIT	US	VOXX International Corporation	78-829,925	3,272,014
VoxxHirschmann	US	VoxxHirschmann Corporation	86/199,118	4,773,731
VoxxHirschmann	US	VoxxHirschmann Corporation	86/199,201	4,773,732
A LEGEND IN SOUND	US	Klipsch Group, Inc.	74/480,521	1,879,605
ACT	Canada	Audio Products International Corp.	1,177,104	TMA628,805
ATHENA	Canada	Audio Products International Corp.	1,025,982	TMA566,530
ATHENA	US	Audio Products International Corp.	75/89,526	2,710,330
ATHENA TECHNOLOGIES AND DESIGN	Canada	Audio Products International Corp.	1,212,723	TMA636,242
AUDISSEY	Canada	Audio Products International Corp.	848,688	TMA496,277
CONNOISSEUR	Canada	Audio Products International Corp.	1,250,353	TMA716,532
CONNOISSEUR	US	Audio Products International Corp.	78/589,936	3,188,740
CONTROLLED DISPERSION TECHNOLOGY	US	Klipsch Group, Inc.	78/374,551	2,974,879
ENERGY	Canada	Audio Products International	666,440	TMA395,924

Trademark	Country	Owner	Application No.	Registration No.
		Corp.		
ENERGY	US	Audio Products International Corp.	76/263,512	2,777,234
ENERGY & DESIGN	Canada	Audio Products International Corp.	1,251,764	TMA722,909
ENERGY & DESIGN	US	Audio Products International Corp.	78/662,423	4,143,207
ENERGY & DESIGN	Canada	Audio Products International Corp.	694,725	TMA408,146
ENERGY & DESIGN	US	Audio Products International Corp.	74/237,131	1,807,139
ENERGY POWER	Canada	Audio Products International Corp.	1,515,092	TMA822,771
ENERGY POWER	US	Klipsch Group, Inc.	85/235,361	4,203,047
ENERGY PRO	Canada	Audio Products International Corp.	1,246,988	TMA708,889
ENERGY PRO & DESIGN	Canada	Audio Products International Corp.	1,246,990	TMA708,890
GALLERY	Canada	Klipsch Group, Inc.	1,512,067	TMA825,672
GIG	Canada	Klipsch Group, Inc.	1,623,038	TMA882,127
GIG	US	Klipsch Group, Inc.	85/904,261	4,565,272
GIG (DESIGN MARK)	US	Klipsch Group, Inc.	85/920,363	4,565,330
GROOVE	US	Klipsch Group, Inc.	77/045,526	3,609,187
HERESY	Canada	Klipsch Group, Inc.	435,710	TMA241,069
HERESY	US	Klipsch Group, Inc.	72/418,564	970,067
IGROOVE	Canada	Klipsch Group, Inc.	1,292,013	TMA689,069
IGROOVE	US	Klipsch Group, Inc.	78/588,495	3,415,657
IMAGE	Canada	Klipsch Group, Inc.	1,550,266	TMA849,799
IMAGE	US	Klipsch Group, Inc.	85/442,499	4,153,792
INCOGNITA	Canada	Audio Products International, Inc.	1,021,715	TMA586,390
JAMO	Canada	Klipsch Group, Inc.	447,006	TMA253,307
JAMO	US	Klipsch Group, Inc.	73/203,010	1,154,672
JAMO (STYLIZED)	US	Klipsch Group, Inc.	79/001,061	3,050,938
JAMO	US/WIPO	Klipsch Group, Inc.	819,212	819,212
KEEPERS OF THE SOUND	Canada	Klipsch Group, Inc.	1,572,723	TMA857,250
KEEPERS OF THE SOUND	US	Klipsch Group, Inc.	85/597,087	4,415,556
K-HORN	Canada	Klipsch Group, Inc.	435,711	TMA244,569
KLIPSCH	Canada	Klipsch Group, Inc.	435,712	TMA241,070
KLIPSCH	US	Klipsch Group, Inc.	72/443,276	978,949
KLIPSCH	US	Klipsch Group, Inc.	77/952,880	3,863,511
KLIPSCH	US	Klipsch Group, Inc.	78/224,444	2,917,215
KLIPSCH CONSOLE	Canada	Klipsch Group, Inc.	1,583,873	
KLIPSCH CONSOLE	US	Klipsch Group, Inc.	85/663,123	
KLIPSCH GALLERY	US	Klipsch Group, Inc.	85/210,600	4,078,069

Trademark	Country	Owner	Application No.	Registration No.
KLIPSCH GALLERY & DESIGN	Canada	Klipsch Group, Inc.	1,514,940	TMA823,108
KLIPSCH GALLERY & DESIGN	US	Klipsch Group, Inc.	85/233,052	4,081,261
KLIPSCH STADIUM	Canada	Klipsch Group, Inc.	1,583,872	TMA866,168
KLIPSCH STADIUM	US	Klipsch Group, Inc.	85/663,116	4,534,141
KLIPSCH SYNERGY SERIES	US	Klipsch Group, Inc.	75/245,000	2,268,056
KLIPSCHORN	Canada	Klipsch Group, Inc.	435,713	TMA241,071
KLIPSCHORN	US	Klipsch Group, Inc.	78/440,567	2,976,218
LA SCALA	US	Klipsch Group, Inc.	72/291,164	862,324
MIRAGE	Canada	Audio Products International Corp.	448,630	TMA261,115
MIRAGE	US	Audio Products International Corp.	73/261,402	1,193,902
MIRAGE (STYLIZED)	Canada	Audio Products International Corp.	682,763	TMA402,064
MODE	Canada	Klipsch Group, Inc.	1,525,656	TMA821,894
MODE	US	Klipsch Group, Inc.	85/309,487	4,301,992
NANOSAT	Canada	Audio Products International Corp.	1,204,690	TMA634,780
NANOSAT	US	Audio Products International Corp.	76/574,136	3,089,088
NOODLES	Canada	Audio Products International Corp.	1,186,775	TMA622,527
OMNIPOLAR	Canada	Audio Products International Corp.	771,401	TMA483,109
OMNIPOLAR	US	Audio Products International Corp.	74/646,631	2,213,581
OMNISAT	Canada	Audio Products International Corp.	1,156,439	TMA604,380
OVAL COMFORT FIT EAR TIPS (DESIGN)	US	Klipsch Group, Inc.	85/748,386	4,700,226
PALLADIUM	Canada	Klipsch Group, Inc.	1,359,957	TMA745,832
PALLADIUM	US	Klipsch Group, Inc.	77/254,054	3,623,728
PRO MEDIA	Canada	Klipsch Group, Inc.	1,061,466	TMA573,852
PROMEDIA	US	Klipsch Group, Inc.	75/861,967	2,572,669
PWK (DESIGN)	US	Klipsch Group, Inc.	73/277,993	1,175,983
PWK (STYLIZED)	Canada	Klipsch Group, Inc.	435,715	TMA247,867
PWK (STYLIZED)	US	Klipsch Group, Inc.	72/165,235	762,239
QUINTET	US	Klipsch Group, Inc.	77/005,281	3,374,780
S4	Canada	Klipsch Group, Inc.	1,549,759	TMA841,415
S4	US	Klipsch Group, Inc.	85/427,167	4,112,000
SPHEREX	Canada	Audio Products International Corp.	666,437	TMA389,662
SUBSTRATA	Canada	Audio Products International Corp.	1,006,006	TMA558,059

Trademark	Country	Owner	Application No.	Registration No.
TAKE 1	Canada	Audio Products International Corp.	822,865	TMA481,610
TAKE 2	Canada	Audio Products International Corp.	849,294	TMA493,938
TAKE 5	Canada	Audio Products International Corp.	849,295	TMA493,937
TRACTRIX	US	Klipsch Group, Inc.	74/031,227	1,738,920
UNI-THEATER	Canada	Audio Products International Corp.	1,257,198	TMA663,849
UNI-THEATER	US	Audio Products International Corp.	78/628,386	3,085,405
VERITAS	Canada	Audio Products International Corp.	712,146	TMA429,497
VERITAS	US	Audio Products International Corp.	74/312,187	1,896,804
VIRTUAL IMAGE	Canada	Audio Products International Corp.	553,501	TMA325,599

Trademark Licenses

Grantors have licensed third parties to use Intellectual Property under the following Contracts:

1. Second Amended and Restated Licensing Agreement between Audio Products International Corp. and Gentec, dated November 13, 2012 (covers the use of ENERGY trademark for Canadian products).
2. Licensing Agreement between Klipsch Group, Inc. and Gentec dated November 13, 2012 and First Amendment to Licensing Agreement dated September 12, 2014 and Second Amendment to Licensing Agreement dated December 18, 2015 (covers Klipsch and Jamo brand loudspeaker cables, Klipsch brand turntables and Klipsch co-branded turntables).
3. License Agreement between Klipsch Group, Inc. and ASA Electronics, LLC dated October 21, 2015 (KLIPSCH + design audio components and systems for installation in boats in US and Canada).
4. Klipsch Group Europe, B.V. and Shanghai Zunbao Audio Co., Ltd. International Distribution Agreement dated April 25, 2009 (covers various JAMO and KLIPSCH trademarks in China, as well as the domain name jamo.com), which assigned to Olike Limited in the Assignment and Amendment to International Distributor Agreement between Klipsch Group Europe, B.V., Shanghai Zunbao Audio Co., Ltd. and Olike Limited dated January 25, 2010. Zunbao subsequently changed its name to Cinemaster Shanghai Limited. Klipsch Group Europe assigned its rights and obligations under the Distribution Agreement to Klipsch Group, Inc. through the FY12 Trade Agreement dated between Klipsch Group Europe and Olike Limited on November 28, 2011. Through the Assignment to International Agreement dated January 1, 2015 Olike

Limited assigned its rights and obligations to Cinemaster Hong Kong Limited.

5. Trademark License Agreement between Klipsch Group, Inc. and Dell Global B.V. dated December 8, 2010. Amendment No 1. TO Klipsch Group, Inc. FOR Trademark Licensing Agreement dated March 8, 2012 updating Section 9 "Term" and Schedule A. Section II Licensed Product. Amendment No 2. TO Klipsch Group, Inc. FOR Trademark Licensing Agreement dated May 17, 2013 updating Section 9 "Term" and Schedule A. Section II Licensed Product. Amendment No 3. TO Klipsch Group, Inc. FOR Trademark Licensing Agreement dated June 16, 2014 updating Section 9 "Term" and Schedule A. Section II Licensed Product.
6. Limited Use License Agreement between Frontier Factory, Inc. and Klipsch Group, Inc. dated August 11, 2014, granting use of domain name www.klipsch.jp and registered trademark KLIPSCH in Japan.
7. License Agreement between Audiovox Corporation and Alco Electronics Limited dated June 1, 2004, as amended.
8. License Agreement between Audiovox Corporation and Electronics Trademark Holding Company, LLC and Action Industries (NI) SDN BIM dated January 1, 2011.
9. License Agreement between Audiovox Corporation and Radio Victoria Fueguina S.A. dated January 7, 2008.
10. License Agreement between Audiovox Corporation and Alkon International, Inc. dated July 7, 2010.
11. License Agreement between Audiovox Electronics Corporation and B.A. Imports Pty. Ltd. dated February 15, 1996, as amended.
12. License and Supply Agreement between Audiovox Electronics Corporation and Connoisseur Electronics (PTY) Ltd. dated April 30, 2002, as amended.
13. Trademark License Agreement between Spectra Merchandising International, Inc. and Audiovox Electronics Corporation/Jax Assets Corp., dated February 6, 1998, as amended.
14. Trademark License Agreement between Audiovox Corporation and Audiovo Specialized Applications LLC dated March 7, 1997.
15. Trademark License Agreement between Audiovox Electronics Corporation/Jax Assets Corp. and Audiovox Specialized Applications dated August 10, 2003.
16. Limited Use License Agreement between Key Fi Teknoloji Urnleri Tie A.S. dated October 22, 2015 granting use of domain www.klipsch.com.tr and trademark KLIPSCH in Turkey.
17. Limited Use License Agreement between Part-In Audio Ltd. and Audio Products International Corp. dated December 4, 2015, granting use of licensed domain name energy-speakers.com.cn and registered trademark ENERGY in China.

18. License Agreement between Alvox Trademark Holding Company LLC and Alco Electronics Limited dated January 1, 2008.
19. Merchandising License Agreement between Audiovox Corporation and Dafran S.A. dated July 1, 2010.
20. Voxx License Agreement between Voxx International Corporation and Alco Electronics Limited dated August 13, 2013.

A third party, has licensed software to Grantors under the following Contracts:

1. Trademark License Agreement for the NFC Forum N-Mark between NFC Forum, Inc. and Klipsch Group, Inc. dated April 8, 2014.

Grantors have an exclusive license to certain third party Intellectual Property under the following Contracts:

1. Trademark license agreement between Eveready Battery Company, Inc. and Batteries.com, Inc. dated September 20, 2001, as amended (exclusive territory — and Canada; ENERGIZER & EVEREADY trademark for rechargeable batteries, battery chargers, power supply products, surge protectors; non-exclusive license for digital devices, inverters, portable packs and Latin America Products).
2. Trademark License Agreement between Project Nursery, LLC and Voxx Accessories Corporation dated June 2015.

In, addition to exclusive license Contracts, Grantors have a non-exclusive license to third party Intellectual Property under the following Contracts:

1. Trademark License Agreement between Klipsch Group, Inc. and EMS-Patent AG dated August 20, 2013.
2. Ancillary Trademark License Agreement between Thomson SAS and Audiovox Corporation dated December 31, 2007.
3. Consumer Manufacturer and Trademark License Agreement between DTS, Inc. and Klipsch Group, Inc. dated March 21, 2008 (terms are subject to confidentiality agreement). This agreement was terminated by the 2015 agreement, DTS Master Product License Terms and Conditions dated September 1, 2015 (terms are subject to confidentiality).
4. Made for iPod License (Contract #C56-06-00306) between Apple Computer, Inc. and Audiovox Corporation dated March 29, 2006.
5. Made for iPod License (Contract # C56-07-00358-A) between Apple Inc. and Audiovox Electronics Corporation dated May 21, 2007.
6. Made for iPod License — Automotive Supplement to Contract # C56-07-00358-A between Apple Inc. and Audiovox Electronics Corporation dated May 21, 2007.
7. Made for iPod License — iPhone Supplement to Contract No C56-07-00358-A between Apple Inc. and Audiovox Electronics Corporation dated January 25, 2010.

8. Made for iPod License – Amendment #1 to the Use License Contract # C56-07-00358-A between Apple Inc. and Audiovox Corporation dated January 25, 2010.
9. Software, Brand Licensing and Linking Agreement between Barnes&Noble.com and Audiovox Electronics Corporation dated December 14, 2009.
10. eMusic.com Co-Marketing Agreement between eMucic.com Inc. and Audiovox Corporation dated May 10, 2007.
11. Microsoft Windows Media 84 1-IDCD — Logo License Agreement between Audiovox Electronics Corporation and Microsoft Corporation dated March 21, 2008.
12. Audiovox License Agreement between Alvox Trademark Holding Company LLC and Audiovox Consumer Electronics, Inc. dated January 1, 2008.
13. Distribution Agreement between 360fly, Inc. and Voxx Electronics Corporation dated August 18, 2015.