

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428904

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Voxx International Corporation		05/17/2017	Corporation: DELAWARE
Audio Products International Corp.		05/17/2017	Company: ONTARIO
Klipsch Group, Inc.		05/17/2017	Corporation: DELAWARE
Voxx Electronics Corp.		05/17/2017	Corporation: DELAWARE
Code Systems, Inc.		05/17/2017	Corporation: DELAWARE
Electronics Trademark Holding Company, LLC		05/17/2017	Limited Liability Company: DELAWARE
Omega Research and Development Technology LLC		05/17/2017	Limited Liability Company: DELAWARE
Voxxhirschmann Corporation		05/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2360503	CAR SHOW	
<b>Registration Number:</b>	2615727		
<b>Registration Number:</b>	2726804	DOLPHIN	
<b>Registration Number:</b>	2202467	ROSEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>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.</i>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		

OP \$115.00 2360503

**Correspondent Name:** James Murray  
**Address Line 1:** 4400 Easton Commons Way, Suite 125  
**Address Line 2:** CT Corporation  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 05/25/2017

**Total Attachments: 10**

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**AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as May 17, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "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"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantors and Wells are parties to the Trademark Security Agreement, April 26, 2016 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on May 23, 2016 at Reel/Frame 5799/0229;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has, among other things, granted to Wells a security interest in all of its present and future Trademarks and Trademark applications, together with certain related assets, and has agreed to execute and deliver to Wells all agreements and documents as requested by Wells to evidence the security interests of Wells therein;

WHEREAS, certain Grantors have adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule A hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, each Grantor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Wells, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Wells hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and Trademark Collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Wells set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, each Grantor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Wells, and hereby grants to Wells a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.


5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**VOXX INTERNATIONAL CORPORATION**

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

**AUDIO PRODUCTS INTERNATIONAL CORP.**

By: \_\_\_\_\_  
Name: T. Paul Jacobs  
Title: Chief Executive Officer

**KLIPSCH GROUP, INC.**

By:   
Name: Charles M. Stoehr  
Title: Vice President

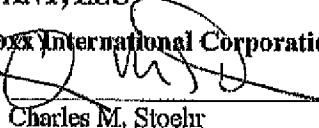
**CODE SYSTEMS, INC.**

By:   
Name: Charles M. Stoehr  
Title: Chief Financial Officer

**VOXX ELECTRONICS CORP.**

By: \_\_\_\_\_  
Name: Loriann Shelton  
Title: CFO, Secretary, Treasurer

**ELECTRONICS TRADEMARK HOLDING  
COMPANY, LLC**

By: Voxx International Corporation, Sole Member  
By:   
Name: Charles M. Stoehr  
Title: Senior Vice President and CFO

**OMEGA RESEARCH AND DEVELOPMENT  
TECHNOLOGY LLC**

By: \_\_\_\_\_  
Name: Loriann Shelton  
Title: Secretary

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

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Name: T. Paul Jacobs  
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Name: Charles M. Stoehr  
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**CODE SYSTEMS, INC.**

By: \_\_\_\_\_  
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**VOXX ELECTRONICS CORP.**

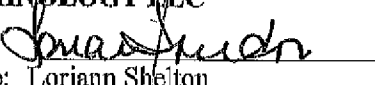
By:   
Name: Loriann Shelton  
Title: CFO, Secretary, Treasurer

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By: \_\_\_\_\_  
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Title: Senior Vice President and CFO

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Name: Charles M. Stoehr  
Title: Senior Vice President and CFO

**OMEGA RESEARCH AND DEVELOPMENT  
TECHNOLOGY LLC**

By: \_\_\_\_\_  
Name: Loriann Shelton  
Title: Secretary

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

**VOXXHIRSCHMANN CORPORATION**

By:



Name: Charles M. Stoehr

Title: Vice President

[Signature Page to Amendment No. 1 to Trademark Security Agreement]



ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK NATIONAL ASSOCIATION

By: 

Name: ANDREW ROGOW

Title: VP

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006069 FRAME: 0041**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Each of the following Trademarks are owned by VOXX Electronics Corporation.

Country	Trademark	Application Date	Serial Number	Registration Date	Registration Number
Mexico	CARSHOW	May 27, 2002	348680 (548680T)	June 23, 2002	731385
Canada	CLEARVUE	August 11, 2000	1070776	April 13, 2004	TMA607438
Canada	ROSEN	May 16, 2002	1141074	January 8, 2008	TMA704063
Australia	ROSEN	May 14, 2002	912780	May 14, 2002	912780
BUCTM	ROSEN	April 25, 1997	523779	September 20, 1999	523779
United States	CARSHOW	February 14, 1997	73242290	June 20, 2000	2360503
United States	Design Only	October 21, 1999	73828524	September 3, 2002	2615727
United States	DOLPHIN	May 16, 2002	76406700	June 17, 2003	2728804
United States	ROSEN	September 20, 1996	73169680	November 10, 1998	2202467