

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM634100

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900600585		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOXX INTERNATIONAL CORPORATION		01/14/2021	Corporation: DELAWARE
AUDIO PRODUCTS INTERNATIONAL CORP.		01/14/2021	Corporation: DELAWARE
KLIPSCH GROUP, INC.		01/14/2021	Corporation: DELAWARE
CODE SYSTEMS, INC.		01/14/2021	Corporation: DELAWARE
OMEGA RESEARCH AND DEVELOPMENT TECHNOLOGY LLC		01/14/2021	Limited Liability Company: DELAWARE
VOXX AUTOMOTIVE CORP.	FORMERLY VOXXHIRSCHMANN CORPORATION	01/14/2021	Corporation: DELAWARE
ELECTRONICS TRADEMARK HOLDING COMPANY, LLC		01/14/2021	Limited Liability Company:
VOXX ELECTRONICS CORP.		01/14/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5124435	808 AUDIO	
Registration Number:	5247519	808 CANZ H2O	
Registration Number:	5229425	MOVIESTOGO BY VOXX	
Registration Number:	5553416	DON'T BE A JERK	
Registration Number:	5799825	SINGSATION	
Registration Number:	5629477	SINGSATION POWERED BY 808	
Registration Number:	5880398	VOXX	
TRADEMARK			

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: 800-713-0755**Email:** erin.roberson@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
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SIGNATURE:	/Jessica Hildebrandt/
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DATE SIGNED:	03/24/2021
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Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

VOXX INTERNATIONAL CORPORATION

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 14, 2021

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Wells Fargo Bank, National Association, as Agent

Street Address: 100 Park Avenue

City: New York

State: New York

Country: USA Zip: 10017

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Attached Schedule 1

B. Trademark Registration No.(s) _____

See Attached Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Jessica Hildebrandt

Name of Person Signing

January 14, 2021

Date

Total number of pages including cover sheet, attachments, and document: _____

10

ADDITIONAL NAMES OF CONVEYING PARTIES

AUDIO PRODUCTS INTERNATIONAL CORP.	CORPORATION	Ontario
KLIPSCH GROUP, INC.	CORPORATION	DE
	CORPORATION	DE
CODE SYSTEMS, INC.		
VOXX ELECTRONICS CORP.	CORPORATION	DE
ELECTRONICS TRADEMARK HOLDING COMPANY,	LIMITED LIABILITY COMPANY	DE
OMEGA RESEARCH AND DEVELOPMENT TECHNOLOGY LLC	LIMITED LIABILITY COMPANY	DE
VOXX AUTOMOTIVE CORP. (F/K/A VOXXHIRSCHMANN CORPORATION)	CORPORATION	DE

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of January 14, 2021, 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).

WITNESSETH:

WHEREAS, Grantors and Agent are parties to the Trademark Security Agreement, dated April 26, 2016 and recorded with the Trademark Division of the United States Patent and Trademark Office on May 23, 2016 at Reel/Frame 5799/0229, as amended by Amendment No. 1 to Trademark Security Agreement, dated May 17, 2017 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has, among other things, granted to Agent 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 Agent all agreements and documents as requested by Agent to evidence the security interests of Agent 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 Agent, 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 Agent 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 Agent 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 Agent, and hereby grants to Agent 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. 2 to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

VOXX INTERNATIONAL CORPORATION
By: [Signature]
Name: Charles M. Stoehr
Title: Senior Vice President, CFO

AUDIO PRODUCTS INTERNATIONAL CORP.

By: _____
Name: T. Paul Jacobs
Title: President

KLIPSCH GROUP, INC.
By: [Signature]
Name: Charles M. Stoehr
Title: Vice President

CODE SYSTEMS, INC.
By: [Signature]
Name: Charles M. Stoehr
Title: Vice President

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

**ELECTRONICS TRADEMARK HOLDING
COMPANY, LLC**

By: _____
Name: Patrick M. Lavelle
Title: Manager

**OMEGA RESEARCH AND DEVELOPMENT
TECHNOLOGY LLC**
By: [Signature]
Name: Charles M. Stoehr
Title: Treasurer

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GRANTORS:

VOXX INTERNATIONAL CORPORATION

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

AUDIO PRODUCTS INTERNATIONAL CORP.

By: _____
Name: T. Paul Jacobs
Title: President

KLIPSCH GROUP, INC.

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

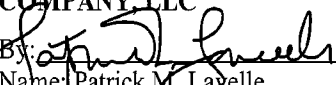
CODE SYSTEMS, INC.

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

VOXX ELECTRONICS CORP.

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

**ELECTRONICS TRADEMARK HOLDING
COMPANY, LLC**

By:  _____
Name: Patrick M. Lavelle
Title: Manager

**OMEGA RESEARCH AND DEVELOPMENT
TECHNOLOGY LLC**

By: _____
Name: Charles M. Stoehr
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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, CFO

AUDIO PRODUCTS INTERNATIONAL CORP.

By: T. Paul Jacobs

Name: T. Paul Jacobs

Title: President

KLIPSCH GROUP, INC.

By: _____

Name: Charles M. Stoehr

Title: Vice President

CODE SYSTEMS, INC.

By: _____

Name: Charles M. Stoehr

Title: Vice President

VOXX ELECTRONICS CORP.

By: _____

Name: Charles M. Stoehr

Title: Vice President

**ELECTRONICS TRADEMARK HOLDING
COMPANY, LLC**

By: _____

Name: Patrick M. Lavelle

Title: Manager

**OMEGA RESEARCH AND DEVELOPMENT
TECHNOLOGY LLC**

By: _____

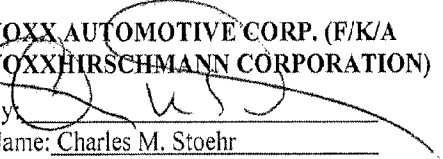
Name: Charles M. Stoehr

Title: Treasurer

TRADEMARK

REEL: 007230 FRAME: 0498

VOXX AUTOMOTIVE CORP. (F/K/A
VOXXHIRSCHMANN CORPORATION)

By 
Name: Charles M. Stoehr
Title: Vice President


[Signature Page to Amendment No. 2 to Trademark Security Agreement (Voxx)]

TRADEMARK
REEL: 007230 FRAME: 0499

ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: ANDREW ROSAN
Title: VP

SCHEDULE A
to
AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

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

Trademark	Registration No.	Registration Date
808 AUDIO	5,124,435	January 17, 2017
808 CANZ H2O	5,247,519	July 18, 2017
MOVIES TO GO BY VOXX	5,229,425	June 20, 2017
ROADMOTION	5,553,416	July 31, 2018
SINGSATION	5,799,825	July 9, 2019
SINGSATION POWERED BY 808	5,629,477	December 11, 2018
VOXX AND GLOBE STYLIZED	5,880,398	October 8, 2019