

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM637103

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900591523		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSM-ROSTRA LLC		01/14/2021	Limited Liability Company: DELAWARE
Voxx DEI LLC		01/14/2021	Limited Liability Company: DELAWARE
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: 79			
Property Type	Number	Word Mark	
Registration Number:	2643442	ROSS	
Registration Number:	2643444	ROSTRA	
Registration Number:	2841047	SDS	
Registration Number:	3185293	VEHICLE SAFETY MANUFACTURING	
Registration Number:	3172916	VSM	
Registration Number:	3185295	VSM	
Registration Number:	3908998	BACKZONE	
Registration Number:	2718170	REARSENTRY	
Registration Number:	2995693	COMFORT HEAT	
Registration Number:	2910682	GLOBAL CRUISE	
Registration Number:	3045500	REARSIGHT	
Registration Number:	3334646	COMFORT SEAT	
Registration Number:	3960842	CON-VERSE BY ROSTRA	
Registration Number:	3984706	R	
Registration Number:	4223167	SIGHT ADVANTAGE	
Registration Number:	4441485	FRONTZONE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4510334	SOFT TOUCH
Registration Number:	5427119	SOURCEPWR
Serial Number:	87859002	ECODRIVE
Registration Number:	2399715	ASTROLOCK
Registration Number:	2175934	ASTRO START
Registration Number:	2838758	AUTOMATE
Registration Number:	1853037	AUTO-MATE
Registration Number:	0868378	AUTOSTART
Registration Number:	2301471	BITWRITER
Registration Number:	1847324	BOA
Registration Number:	1674046	CLIFFORD
Registration Number:	2838757	CLIFFORD
Registration Number:	2301162	CODE-HOPPING
Registration Number:	1873747	DEI
Registration Number:	1925347	DOUBLEGUARD
Registration Number:	2780131	DRIVEN TO EXCEL
Registration Number:	1949767	EFFECTIVE VEHICLE SECURITY
Registration Number:	2315849	ESP
Registration Number:	1687774	EQUALIZER
Registration Number:	1709910	FAILSAFE
Registration Number:	2464066	GHOST SWITCH
Registration Number:	1680241	HORNET
Registration Number:	1588598	INVISIBeam
Registration Number:	2895057	MATRIX
Registration Number:	1665774	MERLIN
Registration Number:	2218082	
Registration Number:	2218083	
Registration Number:	2218081	
Registration Number:	1908343	NITE-LITE
Registration Number:	1848176	NO ONE DARES COME CLOSE
Registration Number:	1937559	NUISANCE PREVENTION
Registration Number:	2291545	NPC
Registration Number:	3710058	OPTIMAX
Registration Number:	2023351	PRO GUARD
Registration Number:	1822606	PYTHON
Registration Number:	2895459	PYTHON
Registration Number:	2474938	QUALITY BY DESIGN
Registration Number:	1850292	RATTLESNAKE

Property Type	Number	Word Mark
Registration Number:	1850291	RATTLER
Registration Number:	2745317	RESPONDER
Registration Number:	1962705	REVENGER
Registration Number:	1937899	SAFE-LITE
Registration Number:	1850294	SECURITY FOR THE BEST
Registration Number:	1664941	SIDEWINDER
Registration Number:	1822608	
Registration Number:	1949768	SOFT CHIRP
Registration Number:	1147604	STEAL STOPPER
Registration Number:	1937900	STINGER
Registration Number:	2295688	TECHSOFT
Registration Number:	2053567	THE CLEAR DIFFERENCE
Registration Number:	1721572	VALET
Registration Number:	2922879	VALET
Registration Number:	2404885	VENOM
Registration Number:	1961709	VIPER
Registration Number:	1983683	VIPER
Registration Number:	1756693	VIPER
Registration Number:	2300806	VIPER
Registration Number:	3000663	VIPER
Registration Number:	1439008	VOCALARM
Registration Number:	1831266	VRS
Registration Number:	1924872	WARN AWAY
Registration Number:	1833777	WASP
Registration Number:	3380859	XPRESSKIT

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
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	04/06/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of January, 2021, 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 as of April 26, 2016 (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”), certain affiliates of the Borrowers party thereto, 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, a joinder to that certain Second Amended and Restated Security Agreement, dated as of April 26, 2016 (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:

VSM-ROSTRA LLC

By: 

Name: Charles M. Stoehr

Title: Vice President

VOXX DEN LLC

By: 

Name: Charles M. Stoehr

Title: Vice President

ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement (Voxx)]

TRADEMARK
REEL: 007243 FRAME: 0628

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:

VSM-ROSTRA LLC

By: _____
Name: _____
Title: _____

VOXX DEI LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Andrew Rogan
Name: ANDREW ROGAN
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademarks owned by VSM-Rostra LLC:

Trademark	Country	Owner	Application No.	Registration No.
ROSS	US	VSM-Rostra LLC	75/807,043	2,643,442
ROSTRA	US	VSM-Rostra LLC	75/808,397	2,643,444
SDS	US	VSM-Rostra LLC	76/394,678	2,841,047
VEHICLE SAFETY MANUFACTURING	US	VSM-Rostra LLC	76/640,890	3,185,293
VSM (Stylized)	US	VSM-Rostra LLC	76/640,891	3,172,916
VSM	US	VSM-Rostra LLC	76/640,893	3,185,295
BACKZONE	US	VSM-Rostra LLC	77/847,725	3,908,998
REARSENTRY	US	VSM-Rostra LLC	78/094,583	2,718,170
COMFORT HEAT	US	VSM-Rostra LLC	78/123,127	2,995,693
GLOBAL CRUISE	US	VSM-Rostra LLC	78/277,749	2,910,682
SDS	US	VSM-Rostra LLC	76/394,678	2,841,047
REARSIGHT	US	VSM-Rostra LLC	78/504,252	3,045,500
COMFORT SEAT	US	VSM-Rostra LLC	78/805,671	3,334,646
CON VERSE BY ROSTRA	US	VSM-Rostra LLC	85/002,078	3,960,842
R	US	VSM-Rostra LLC	85/152,286	3,984,706
SIGHT ADVANTAGE	US	VSM-Rostra LLC	85/443,057	4,223,167
FRONTZONE	US	VSM-Rostra LLC	85/837,425	4,441,485
SOFT TOUCH	US	VSM-Rostra LLC	86/044,754	4,510,334
SOURCE PWR	US	VSM-Rostra LLC	87/556,786	5,427,119
ECODRIVE	US	VSM-Rostra LLC	87/859,002	

Trademarks owned by Voxx DEI LLC:

TRADEMARK	REG. #	REG. DATE	CLASS
ASTRO LOCK	2,399,715	10/31/00	12
ASTRO START	2,175,934	9/28/98	7
AUTOMATE	2,838,758	5/4/04	9
AUTO-MATE	1,855,037	9/16/94	12
AUTO START	0,868,378	4/22/69	9
BITWRITER	2,301,471	12/21/09	9
BOA	1,847,324	7/29/94	12
CLIFFORD	1,674,046	2/4/92	9
CLIFFORD	2,838,757	5/4/04	9
CODE-HOPPING	2,301,162	12/21/09	12
DEI	1,873,747	1/17/95	12
DOUBLEGUARD	1,925,347	10/10/95	12
DRIVEN TO EXCEL	2,780,131	11/4/03	12
EFFECTIVE VEHICLE SECURITY	1,949,767	1/16/96	12
ESP	2,315,849	2/8/00	12
EQUALIZER	1,687,774	5/19/92	12
FAILSAFE	1,709,910	8/25/92	12
GHOST SWITCH	2,464,066	6/26/01	12
HORNET	1,680,241	3/24/92	12
INVISIBEAM	1,588,598	5/27/90	9
MATRIX	2,895,057	1/19/04	12
MERLIN (STYLIZED)	1,665,774	11/26/01	12
MODULE DESIGN LINE I	2,218,082	1/19/09	12
MODULE DESIGN LINE II	2,218,083	1/19/09	12
MODULE DESIGN LINE III	2,218,081	1/19/09	12
NITE-LITE	1,908,343	8/1/95	12
NO ONE DARES COME CLOSE	1,848,176	8/2/94	12
NUISANCE PREVENTION	1,937,559	11/21/95	12
NPC	2,291,545	11/9/09	12
OPTIMAX	3,710,058	11/10/09	9
PRO GUARD	2,023,351	12/17/96	12
PYTHON	1,822,606	2/22/94	12
PYTHON	2,895,459	10/19/04	9
QUALITY BY DESIGN	2,474,938	8/7/01	12
RATTLE SNAKE	1,850,292	8/16/94	12
RATTLER	1,850,291	8/16/94	12
RESPONDER	2,745,317	7/29/03	12
REVENGER	1,962,705	3/19/96	9
SAFE-LIFE	1,937,899	11/28/95	12
SECURITY FOR THE BEST	1,850,294	8/16/94	12
SIDEWINDER (STYLIZED)	1,664,941	11/1/01	12
"SNAKE" (STYLIZED)	1,822,608	2/22/94	12
SOFT CHIRP	1,949,768	1/16/96	12
STEAL STOPPER	1,147,604	2/24/01	12
STINGER	1,937,900	11/28/95	12
TECHSOFT	2,295,688	11/30/06	9
THE CLEAR DIFFERENCE	2,053,567	4/15/97	12
VALET	1,721,572	10/6/92	9

TRADEMARK	REG. #	REG. DATE	CLASS
VALET	2,922,879	2/1/05	12
VENOM	2,604,885	11/14/00	12
VIPER (STYLIZED)	1,961,709	3/12/96	12
VIPER	1,983,683	7/2/96	9
VIPER	1,756,693	3/9/03	12
VIPER	2,300,806	12/14/09	9
VIPER	3,000,663	9/27/05	9, 35
VOCALARM	1,439,008	5/12/87	9
VRS	1,831,266	4/9/94	12
WARNAWAY	1,924,872	10/3/95	12
WASP	1,833,777	5/3/94	12
XPRESSKIT	3,380,859	2/12/08	12

TRADEMARK LICENSES

VSM-Rostra LLC

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

- License Agreement- www.Rostra.com dated May 23, 2017 by and between Rostra Precision Controls, Inc. ("Rostra") and Marmon Engine Controls, LLC ("Marmon"), pursuant to which Marmon grants a license to use "ROSTRA" in Rostra's domain website.
- Trademark Coexistence Agreement and Cooperation Agreement dated May 24, 2017 by and between Rostra and Marmon.
- Royalty Agreement dated June 8, 2015, between ACC and Grote Industries, LLC (the "Grote" Royalty Agreement").
- Trademark License Agreement dated September 30, 2004, as amended by that Trademark License Agreement Amendment, Modification, Acknowledgement and Ratification dated May 16, 2017 between Rostra and Rostra Vernatherm, LLC