

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alvox Trademark Holding Company LLC		05/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Talisman Brands, Inc.		
Street Address:	1013 Centre Road, Suite 403-B		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3668028	RCA	
Registration Number:	3668029	RCA	
Registration Number:	0852758	RCA	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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>			
Phone:	248-594-0644		
Email:	tmdocketing@fishstewip.com		
Correspondent Name:	Michelle L. Visser		
Address Line 1:	800 Tower Drive, Suite 610		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	68192-0999		
NAME OF SUBMITTER:	Michelle L. Visser		
SIGNATURE:	/Michelle L. Visser/		
DATE SIGNED:	09/26/2023		
Total Attachments: 6			
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AV RIGHTS
ASSIGNMENT AGREEMENT

By and Between the undersigned:

(1) VOXX INTERNATIONAL CORPORATION (formerly known as Audiovox Corporation), a Delaware limited liability company having its principal place of business at 180 Marcus Boulevard, Hauppauge, New York 11788 (“Voxx”); and

(2) ALVOX TRADEMARK HOLDING COMPANY LLC, a Delaware limited liability company having its principal place of business at 180 Marcus Boulevard, Hauppauge, New York 11788 (“Alvox”) represented by its sole Member, Voxx,

ON ONE HAND,

And:

(3) TALISMAN BRANDS, INC. d/b/a Established. , a Delaware Corporation having its registered office at 1013 Centre Road, Suite 403-B, City of Wilmington, County of New Castle, State of Delaware 19805, represented by Hall O’Donnell (“Established” or “Assignee”),

hereinafter referred to as the « Assignee »
ON THE OTHER HAND,

The Parties (1) and (2) are collectively hereinafter referred to as « Assignors”

Assignors and Assignee are individually defined as “Party”, and collectively as the “Parties”.

WHEREAS

The Assignors are the owners of all right, title and interest in and to, *inter alia*, the trademark RCA for use on and in connection with audio and video products worldwide, and the exclusive registered owners of some domain names ;

Pursuant to the terms of an Asset Purchase Agreement (“APA”) dated May 31st, 2023 between Assignors from one part and Assignee from the other part, Assignors have sold to Assignee and have agreed to assign to Assignee the identified Trademarks with respect to the audio and video products as defined in the APA (“AV Products”), as well as Domain Names owned by Assignors,

as identified in Exhibit 1a, 1b and 2 of this agreement (collectively, the “Trademark and Domain Names”);

For all intents and purposes and in particular for the completion of all formalities, the Parties wish to hereby reiterate the terms and conditions of the assignment of the Trademarks and Domain Names.

NOW THEREFORE

From the Closing Date, as defined in the APA, for good and valuable consideration, and for TEN U.S. DOLLARS (\$10.00 USD), the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, Assignors hereby irrevocably sell, assign, transfer, and convey to Assignee, and confirm having sold, assigned, transferred and conveyed to Assignee, all of their right, title and interest in and to: (i) the Trademarks and Domain Names in connection with AV Products; (ii) all variations, derivations, combinations, registrations, and applications for registration of the foregoing; (iii) all rights to obtain and apply for registration of the trademarks, copyrights, and other intellectual property rights in the foregoing; (iv) all goodwill of the business associated therewith and symbolized by or associated with the Trademarks and Domain Names in connection with AV Products; (v) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement, dilution and violation of the Trademarks and Domain Names in connection with AV Products, and the ability to otherwise fully and entirely stand in the place of Assignors in all matters related thereto; and (vi) all other rights in the foregoing as provided by treatise, conventions and common law; and Assignee confirms having accepted the sale, the assignment, the transfer and the conveyance of the foregoing.

Consequently, the Assignee has, from the Closing Date, as defined in the APA, the exclusive and full title of ownership in and to the Trademarks and Domain Names in connection with AV Products and has the right, to exploit in any way including the right to use, license and dispose of such Trademarks and Domain Names as like any other property belonging to the Assignee.

TRANSFER OF FILES; OFFICIAL PROCEDURES

The Assignors shall provide the Assignee with all official documents, if any, related to the assigned Trademarks and Domain Names.

The Assignors covenant to provide, at the sole cost and expense of the Assignee, any reasonable and necessary information and cooperation (including, as applicable, carrying out all necessary formalities and communications with the domain name registrar or the signing of any document) to perfect the technical transfer, and effect assignment of the Trademarks and Domain Names to Assignee.

This assignment shall be registered by or for the Assignee with the appropriate Administrative office. Without prejudice to any express provisions to the contrary, all procedure of registration, filings and other formalities shall be made by or for the Assignee at its expense.

All powers are given to the bearer of one original copy of this agreement to proceed to any such procedures and filings and other formalities.

This assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York (including Section 5-1401 of the General Obligations Law), without regard to the conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction.

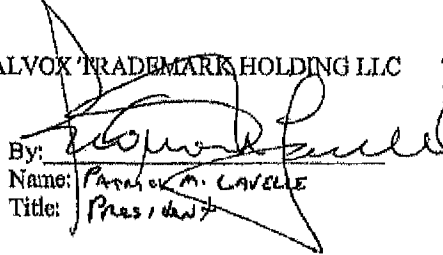
If any term or provision of this assignment is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this assignment, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision or assignment is invalid, illegal or unenforceable, Assignors and Assignee shall negotiate in good faith to modify this assignment so as to effect the original intent of the parties as closely as possible in a mutually-acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated, to the greatest extent possible.

IN WITNESS THEREOF, each Party hereto has caused this Agreement to be executed into three (3) original copies, one for each Party, by its duly authorized officer or representative.

[signature page to follow]

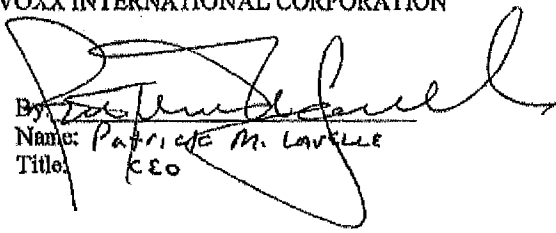
ALVOX TRADEMARK HOLDING LLC

TALISMAN BRANDS INC, d/b/a
ESTABLISHED.

By: 
Name: Patrick M. Lavelle
Title: President

By: _____
Name: _____
Title: _____

VOXX INTERNATIONAL CORPORATION

By: 
Name: Patrick M. Lavelle
Title: CEO

ALVOX TRADEMARK HOLDING LLC

By: _____
Name:
Title:

TALISMAN BRANDS INC, d/b/a
ESTABLISHED.

By: Edward Hall O'Donnell
Name: EDWARD HALL O'DONNELL
Title: CEO

VOXX INTERNATIONAL CORPORATION

By: _____
Name:
Title:

Exhibit 1b : Trademarks registered in the name of the Assignors

Trademark	Country	Filing date	Reg No	Owner
RCA	USPTO	App 10- JUL- 1968	Reg 3668028	Alvox
RCA	USPTO	App 10- JUL- 1968	Reg 3668029	Alvox
RCA	USPTO	App 31- JAN- 1968	Reg 0852758	Alvox