

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onkyo Home Entertainment Corporation		04/29/2021	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Voxx International Corporation		
Street Address:	180 Marcus Boulevard		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5024853	ONKYO	
Registration Number:	1390598	ONKYO	
Registration Number:	3332085	INTEGRA	
Registration Number:	3349968	INTEGRA	
Registration Number:	1552548	INTEGRA	
CORRESPONDENCE DATA			
Fax Number:	5168027008		
<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:	516-802-7007		
Email:	pjuergensen@levystopol.com, lstopol@levystopol.com		
Correspondent Name:	Paul A. Juergensen		
Address Line 1:	1425 RXR Plaza		
Address Line 2:	c/o Levy, Stopol & Camelo, LLP		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Paul A. Juergensen		
SIGNATURE:	/paul a. juergensen/		
DATE SIGNED:	05/17/2021		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of April 29, 2021, is made by and between Onkyo Home Entertainment Corporation, a Japanese corporation (the "**Borrower**" or the "**Grantor**") in favor of Voxx International Corporation (the "**Lender**" or the "**Secured Party**"), a Delaware corporation.

WHEREAS, the Borrower has issued/entered into a promissory note to/with the Lender dated as of the date hereof (as amended, restated or extended from time to time, the "**Note**").

WHEREAS, as a condition precedent to the making of the loan(s) by the Lender under the Note, the Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) all trademark registrations and applications owned by the Grantor from time to time, including those set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Note and/or the Security Agreement, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

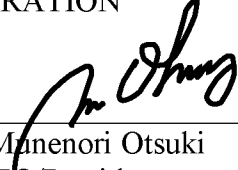
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ONKYO HOME ENTERTAINMENT CORPORATION

By: 

Name: Munenori Otsuki
Title: CEO/President
Address for Notices: **1-1-41 Kawamata, Higashiosaka-shi, Osaka 577-0063 JAPAN**

AGREED TO AND ACCEPTED:

VOXX INTERNATIONAL CORPORATION

By: 

Name: Patrick M. Lavelle
Title: CEO/President
Address for Notices: **180 Marcus Blvd. Hauppauge, New York 11788**

[ONKYO TO CAUSE BELOW TO BE COMPLETED]

[ACKNOWLEDGMENT]

STATE OF [STATE])
)SS.
COUNTY OF [COUNTY])

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of Onkyo Home Entertainment Corporation, the corporation described above, and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of Onkyo Home Entertainment Corporation for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: [DATE]]

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
ONKYO	U.S.	5024853		Onkyo Corporation
ONKYO	U.S.	1390598		Onkyo Corporation
INTEGRA	U.S.	3332085		Onkyo Corporation
INTEGRA	U.S.	3349968		Onkyo Corporation
INTEGRA	U.S.	1552548		Onkyo Corporation

No.5024853 and No.1390598 are licensed to TCL in the following range.

Category	Products	Brand	ONKYO		INTEGRA	
			Japan	Other than Japan	Worldwide	Worldwide
AVR	AV Receivers, AV Amplifier		Yes	Yes	Yes	Yes
HIFI	Stereo Receiver, Stereo Amplifier, CD Player, Turn Table, HIFI		Yes	Yes	Yes	Yes
Mini	Mini/Micro System		Yes	Not Applicable (Licensed to TCL)	Yes	Yes
Theater	Soundbar, 2.1ch System, DVD/BD Player, DVD Player, HIFI		Yes	Yes, but Soundbar with longer than 30cm is not applicable (Licensed to TCL)	Yes	Yes
Other	Stationary type AF Speaker, Accessory Cable		Yes	Yes, but New Functional Speaker is not applicable (Licensed to TCL)	Yes	Yes
	Set-Up-Box		Yes	Yes	Yes	Yes
Digital Life	Headphone, Earphone		Not Applicable	Not Applicable (Licensed to TCL)	Yes	Yes
	Wearable Products other than above, GSP, Smartphone		Not Applicable	Not Applicable	Yes	Yes
Portable Speaker	Portable Speaker with BT, HIFI and AI, Clock Radio		Yes	Not Applicable (Licensed to TCL)	Yes	Yes
Telephone	Fixed-Line Telephone		Not Applicable	Not Applicable	Yes	Yes
Hearing Aid			Not Applicable (Licensed to Sanyo)	Not Applicable	Yes	Yes
Voice Amplifier			Not Applicable	Not Applicable	Yes	Yes

Remarks : Yes means that the commercial right is to be transferred. But it does not mean the trademark is registered.
 (ONKYO uses "Sound by ONKYO", "Designed by ONKYO", "Tuned by ONKYO", "Powered by ONKYO", "Mastered by ONKYO", "ONKYO Speaker Installed" at ONKYO's discretion regardless of category.