

04-16-1999



101013075

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9883 FRAME: 0135

98-91-11

Correspondent Name and Address

Area Code and Telephone Number

312/269-8000

Name Peter H. Barrow, Esq.

Address (line 1) Neal, Gerber & Eisenberg

Address (line 2) 2 North LaSalle Street, Suite 2200

Address (line 3) Chicago, Illinois 60602

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5481256	5537463	5614906
5414426	5686891	5481251
5778256	5638050	5422783

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month	Day	Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

26

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

1,040.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter H. Barrow



11-10-98

Name of Person Signing

Signature

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

<input type="text" value="5552917"/>	<input type="text" value="5689353"/>	<input type="text" value="0342259"/>
<input type="text" value="D372479"/>	<input type="text" value="5228077"/>	<input type="text" value="D366263"/>
<input type="text" value="D370915"/>	<input type="text" value="5619196"/>	<input type="text" value="5255313"/>
<input type="text" value="D371794"/>	<input type="text" value="5272418"/>	<input type="text" value="4959810"/>
<input type="text" value="5568367"/>	<input type="text" value="D354490"/>	<input type="text" value="5414761"/>

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10/02/98

Name Universal Electronics, Inc.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America National Trust and Savings Association

DBA/AKA/TA

Composed of

Address (line 1) Attn: Charles W.A. Hagel, Vice President

Address (line 2) 231 South LaSalle Street

Address (line 3) Chicago

Illinois

60697

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

5515052		
5177461		

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

This Patent and Trademark Collateral Assignment, dated as of October 2, 1998 from UNIVERSAL ELECTRONICS INC., a Delaware corporation (herein called the "Company"), to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association (herein called the "Bank").

WHEREAS, the Company has entered into a certain Revolving Loan and Security Agreement, dated as of even date herewith (herein, as the same may be amended, modified, supplemented or renewed called the "Loan Agreement") with the Bank pursuant to which the Bank has agreed to make loans to, and issue letters of credit to or for the account of, the Company;

WHEREAS, the Company is the owner of certain patents as more particularly specified in Schedule I attached hereto and of certain registered trademarks as more particularly specified in Schedule II attached hereto; and

WHEREAS, the Loan Agreement provides for the Company to execute and deliver to the Bank a Patent and Trademark Collateral Assignment in the form of this Assignment, and to assign to the Bank all such patents and trademarks, all as more fully hereinafter set forth;

NOW, THEREFORE, in consideration of any loan or letter of credit heretofore or hereafter made or issued to or for the benefit of the Company and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein, the following terms shall have the following meanings:

The terms "Commitments", "Event of Default", "Liabilities", "Note", "Unmatured Event of Default", and all other terms used but not defined herein shall have the meanings assigned thereto in the Loan Agreement.

"Patents" - see Section 2 hereof.

"Trademarks" - see Section 2 hereof.

SECTION 2. Assignment. Solely as security for the payment of the Note and all other Liabilities, the Company hereby grants, assigns, and conveys unto the Bank, its successors and assigns, a security interest, with power of sale (but only to the extent permitted herein), in and to the following, whether now-owned or hereafter acquired or arising: (a) all foreign and United States patents, including but not limited to those listed in Schedule I attached hereto, and in and to any and all, and all patents for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds

of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) (all of the foregoing being herein called collectively the "Patents"); and (b) all foreign and United States trademarks, including but not limited to those listed on Schedule II hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitation, license, royalties and proceeds of suit) (all of the foregoing being herein called collectively the "Trademarks"). In the event the Company shall at any time purchase, acquire, receive or otherwise obtain title to (i) any foreign or United States Patents other than those listed on Schedule I attached hereto or (ii) any foreign or United States Trademarks other than those listed on Schedule II attached hereto, the Company shall promptly notify the Bank thereof and shall amend Schedules I and II, as the case may be, and take such actions as the Bank shall reasonably request in order to grant to the Bank a first priority perfected lien and security interest in and to all such Patents and Trademarks. All reasonable costs and expenses related thereto including, without limitation, reasonable costs and expenses of counsel to the Bank and costs and expenses related to the perfection of the Bank's security interest in such Patents and Trademarks shall be paid by the Company, on demand. Notwithstanding the foregoing, the Bank hereby agrees that it will not perfect its lien (A) on any Patent referred to on Schedule I attached hereto or hereafter subject to this Agreement which is issued by a country other than the United States or (B) on any Trademark referred to on Schedule II attached hereto or hereafter subject to this Agreement which is registered in any country other than the United States unless an Event of Default has occurred and is continuing.

SECTION 3. Warranties and Covenants. The Company hereby warrants and agrees that: (a) each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part; (b) each of the Patents and Trademarks is valid and enforceable, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws, both state and federal, affecting the enforcement of creditor's rights or remedies in general from time to time in effect and the exercise by courts of equity powers or their application of principles of public policy; (c) except as disclosed by Company to Bank in the Loan Agreement and schedules and attachments thereto, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by the Company not to sue third persons; (d) the Company has the unqualified right to enter into this Assignment and perform its terms; (e) except as disclosed by Company to Bank in the Loan Agreement and schedules and attachments thereto, no litigation is pending or to the Company's knowledge, threatened which contains allegations respecting the validity of any of the Patents or Trademarks; and (f) except to the extent that the Bank shall consent in writing, the Company (either itself or through licensees) will, unless the Company shall reasonably determine that a Trademark is of negligible economic value to the Company, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force

free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark with the appropriate notice of ownership, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark, (v) not use any Trademark except in accordance with its customary practices, and (vi) except as permitted or as otherwise provided herein, not (and not permit any licensee or sublicensee thereto to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

SECTION 4. Protection of Patents and Trademarks. The Company shall have the duty to protect, preserve and maintain all rights in each of the Patents and Trademarks, including but not limited to the duty to prosecute and/or defend against any and all suits contesting infringement or dilution of the Patents or Trademarks, any other suits containing allegations respecting the validity of the Patents or the Trademarks, and any suits claiming injury to the goodwill associated with any of the Trademarks but only in the event that the Company shall reasonably determine that any such Patent or Trademark is of such value to the Company as to warrant such protection, preservation or maintenance. Any expenses incurred in protecting, preserving and maintaining the Patents or Trademarks shall be borne by the Company. Upon the occurrence and during the continuation of any Event of Default, the Bank shall have the right to bring suit to enforce any or all Patents, Trademarks, or licenses thereunder, in which event, subject to the first sentence of this Section 4, the Company shall at the request of the Bank do any and all lawful acts and execute any and all proper documents to effectuate such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Section 4. Notwithstanding the foregoing, the Bank shall have no obligations or liabilities regarding the Patents or Trademarks or any of them by reason of, or arising out of, this Assignment.

SECTION 5. Reissues, etc. If, before the Liabilities shall have been paid in full, the Company shall become entitled to any patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patents or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and the Company shall give to the Bank prompt notice thereof in writing. The Company hereby authorizes the Bank to modify this Assignment by amending Schedule I attached hereto to include any future patents and patent applications which are Patents under Section 2 hereof or this Section 5.

SECTION 6. Reassignment. At such time as the Company shall completely satisfy all of the Liabilities, the Bank shall execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign to the Company the interest in the Patents and Trademarks assigned pursuant to this Assignment, subject to any disposition thereof which may have been made by the Bank in accordance with the terms of this Assignment. Any such reassignment shall be without recourse upon or warranty by the Bank.

SECTION 7. Remedies. Whenever an Event of Default shall exist, all Liabilities shall become immediately due and payable, as provided in the Loan Agreement. If any Event of Default shall exist, the Bank shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Trademarks or any thereof may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, and without advertisement, sell on commercially reasonable terms at public or private sale or otherwise realize upon, in Chicago, Illinois or elsewhere, the whole or from time to time any part of the Patents or Trademarks or any interest which the Company may have therein. Notice of any such sale or other disposition of the Patents or Trademarks or any thereof shall be given to the Company at least five (5) Banking Days before the time of any such intended public or private sale or other disposition of the Patents or Trademarks or any thereof is to be made, which the Company hereby agrees shall be reasonable notice of such sale or other disposition. The proceeds of such dispositions shall first be applied toward the payment of the Liabilities, then toward the payment of expenses reasonably and actually incurred by the Bank in effecting any such sale or other disposition of the Patents and Trademarks, including without limitation reasonably and actually incurred attorneys' fees and expenses, and then the remaining balance, if any, shall be remitted to the Company.

SECTION 8. General. The Company will, upon request of the Bank, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Bank), and do such other acts and things, all as the Bank may from time to time reasonably request to establish and maintain a valid assignment of the Patents and Trademarks.

This Assignment, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Company shall not be permitted to assign this Assignment or any interest herein or in the Patents or Trademarks, or any part thereof except if any such complete or partial assignment or transfer occurs in connection with a merger, consolidation, or sale of all or substantially all of the Company's assets permitted by the Loan Agreement.

Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated except by an instrument in writing duly signed by or on behalf of the Bank.

No delay on the part of the Bank in exercising any rights, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or any consent with respect to, any provision of this Assignment shall in any event be effective unless the same shall be in writing, and signed and delivered by the party to be bound thereby, and then such amendment,

modification, waiver of consent shall be effective only in the specific instance and for the purpose for which given.

All obligations of the Company and all rights, powers and remedies of the Bank expressed herein are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Liabilities or security therefor.

Except as otherwise provided herein, the provisions of the Loan Agreement shall apply as to the giving of notices hereunder.

At the Bank's option this Assignment, or a photographic or other reproduction of this Assignment or of any Uniform Commercial Code financing statement covering the Patents and Trademarks or any portion thereof, shall be sufficient as the Uniform Commercial Code financing statement and may be filed.

Section captions used in this Assignment are for convenience of reference only, and shall not affect the construction of this Assignment.

This Assignment shall in all respects be a continuing agreement and shall remain in full force and effect until expiration or termination of all of the Commitments and final payment in full of all Liabilities.

This Assignment shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

This Assignment is made by the Company and is accepted by the Bank for collateral security purposes only and by its acceptance thereof, the Bank shall have only the rights of a secured party under the Uniform Commercial Code or other applicable law and shall not be deemed the owner of the Patents and Trademarks or responsible for the maintenance, registration or any other actions with respect to the Patents or Trademarks referred to herein.

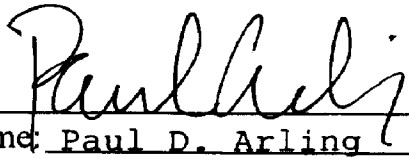
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

UNIVERSAL ELECTRONICS, INC.

Attest:


Secretary
Richard A. Firehammer, Sr.

By: 
Name: Paul D. Arling
Title: President and Chief Operating Officer

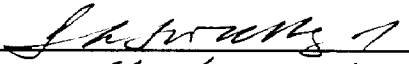
Address: 6101 Gateway Drive
Cypress, California 90630

Attention: Mr. Paul D. Arling
President and Chief
Operating Officer

Facsimile Number: (714) 820-1042

Telephone Number: (714) 820-1060

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION

By: 
Name: Charles W. A. Hagel
Title: Vice President

Address: 231 South LaSalle Street
Chicago, Illinois 60697

Attention: Mr. Charles W. A. Hagel
Vice President

Facsimile Number: (312) 828-1974

Telephone Number: (312) 828-4360

UEI Patent Schedule

14-Oct-98

Title	Country	Patent Number	Issue Date
	AU		
	AU		
	CA		
	DE		
	DE		
	DE		
	IL		
	JP		
	MX		
	MX		
DIRECT ENTRY REMOTE CONTROL WITH CHANNEL SCAN	US	5481256	02-Jan-1996
FAVORITE KEY MACRO COMMAND AND CHAINED MACRO COMMAND IN A REMOTE CONTROL	US	5414426	09-May-1995
INFRARED REMOTE CONTROL DEVICE FOR A PERSONAL DIGITAL ASSISTANT	US	5778256	07-Jul-1998
MAGNETIC MODEM IN A REMOTE CONTROL	US	5537463	16-Jul-1996
MEANS FOR LOCATING A REMOTE CONTROL DEVICE	US	5686891	11-Nov-1997
MEANS FOR LOCATING A REMOTE CONTROL DEVICE	US	5638050	10-Jun-1997
METHOD FOR SELECTING A REMOTE CONTROL COMMAND SET	US	5614906	25-Mar-1997
MINIMAL FUNCTION REMOTE CONTROL WITHOUT DIGIT KEYS AND WITH A POWER TOGGLE PROGRAM AND WITH A CHANNEL ROTATION PROGRAM	US	5481251	02-Jan-1996

SCHEDULE I CONTINUED

Title	Country	Patent Number	Issue Date
MODULAR CASE DESIGN	US	5422783	06-Jun-1995
REMOTE CONTROL	US	5552917	03-Sep-1996
REMOTE CONTROL (BASEBALL)	US	D372479	06-Aug-1996
REMOTE CONTROL (BASKETBALL)	US	D370915	18-Jun-1996
REMOTE CONTROL (FOOTBALL)	US	D371794	16-Jul-1996
REMOTE CONTROL WITH KEY LIGHTING	US	5568367	22-Oct-1996
REMOTE CONTROL WITH TWO-WAY DATA COUPLING	US	5689353	18-Nov-1997
REMOTELY UPGRADEABLE UNIVERSAL REMOTE CONTROL	US	5228077	13-Jul-1993
SINGLE WIRE KEYBOARD ENCODE AND DECODE CIRCUIT	US	5619196	08-Apr-1997
TIME ENABLED PHOTSENSING CIRCUIT	US	5272418	21-Dec-1993
UNIVERSAL REMOTE CONTROL	US	D354490	17-Jan-1995
UNIVERSAL REMOTE CONTROL	US	D342259	14-Dec-1993
UNIVERSAL REMOTE CONTROL	US	D366263	16-Jan-1996
UNIVERSAL REMOTE CONTROL DEVICE	US	5255313	19-Oct-1993
UNIVERSAL REMOTE CONTROL DEVICE	US	4959810	25-Sep-1990
UNIVERSAL REMOTE CONTROL SYSTEM	US	5414761	09-May-1995
UNIVERSAL REMOTE CONTROL WITH FUNCTION SYNTHESIS	US	5515052	07-May-1996
WARNING LIGHT SYSTEM FOR USE WITH A SMOKE DETECTOR	US	5177461	05-Jan-1993

SCHEDULE II

Trademark	Country	Registration Number	Registration Date
ALL IN ONE	US	1879123	14-Feb-95
BIG EASY	US	1789855	24-Aug-93
EVERSAFE	US	1565671	14-Nov-89
EVERSAFE	US	1564267	07-Nov-89
EVERSAFE	US	1563242	31-Oct-89
KEY MAGIC	US	1802632	02-Nov-93
LITTLE EASY	US	1826857	15-Mar-94

SCHEDULE II CONTINUED

Trademark	Country	Registration Number	Registration Date
ONE CALL	US	2005111	01-Oct-96
ONE FOR ALL	US	1610477	21-Aug-90
ONE FOR ALL & DESIGN	US	1923489	03-Oct-95
ONE FOR ALL LITE	US	1922854	26-Sep-95
ONE SHOT	US	1841190	21-Jun-94
PUTTING YOU IN CONTROL OF TODAY'S TECHNOLOGY	US	2146387	24-Mar-98
PUTTING YOU IN CONTROL OF TODAY'S TECHNOLOGY	US	2146388	24-Mar-98
SO EASY	US	1916015	05-Sep-95
SPORTS CLICKER	US	2019647	26-Nov-96
SPORTS CLICKER & DESIGN	US	2030693	14-Jan-97
UNIVERSAL ELECTRONICS & DESIGN	US	2150809	14-Apr-98
UNIVERSAL ELECTRONICS & DESIGN	US	2150807	14-Apr-98
UNIWAND	US	1736318	01-Dec-92

STATE OF California
) SS.:
COUNTY OF Orange

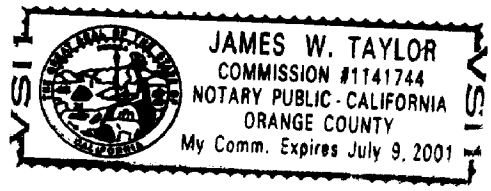
I, JAMES W. TAYLOR, , a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that Paul D. Arling, personally known to me to be the President and Chief Operating Officer of Universal Electronics, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Chief Operating Officer he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of Universal Electronics, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of OCTOBER, 1998.

My Commission expires:
JULY 9, 2001

James W. Taylor
Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I Roxane S. Venenga Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, do hereby certify that Charles W. A. Hagel, personally known to me to be a Vice President of Bank of America National Trust and Savings Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Vice President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of Bank of America National Trust and Savings Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of October, 1998.

My Commission expires:

3-16-2002

Roxane S. Venenga
Notary Public

(NOTARIAL SEAL)

