


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Recoton Corporation  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Audiovox Electronics Corporation</u>  Internal Address: _____  Street Address: <u>150 Marcus Blvd.</u>  City: <u>Hauppauge</u> State: <u>NY</u> Zip: <u>11788</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>7/7/2003</u>			<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>09/752,269</u> <u>09/978,951</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Robert S. Levy, Esq.</u>  Internal Address: _____  Street Address: <u>c/o Levy &amp; Stopol, LLP</u> <u>East Tower, 14th Floor, 190 EAB Plaza</u> City: <u>Uniondale</u> State: <u>NY</u> Zip: <u>11556-0190</u>			<b>6. Total number of applications and patents involved:</b> <u>7</u>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>280.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>501238</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Robert S. Levy, Esq.</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>7/25/03</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">           Total number of pages including cover sheet, attachments, and documents: <u>8</u> </div>					

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

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**PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement (this "Agreement") is made as of July 8, 2003 (the "**Effective Date**"), by and between Recoton Corporation, a New York corporation ("**Recoton**") and various of its affiliates, as set forth under the caption "Assignors" on the signature pages hereof (collectively, the "**Assignors**"), and Audiovox Electronics Corporation, a Delaware corporation, ("**Assignee**") (hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**").

**Whereas**, Recoton Audio Corporation, a Delaware corporation, Recoton Home Audio, Inc., a California corporation, Recoton Mobile Electronics, Inc., a Delaware corporation, Recoton International Holdings, Inc., a Delaware corporation, Recoton Corporation, a New York corporation, Recoton Canada Ltd., an Ontario, Canada corporation, the one hand, and JAX Assets Corp., a Delaware corporation ("**JAX**"), a wholly owned subsidiary of Assignee, on the other, entered into the First Amended and Restated Stock and Asset Purchase Agreement, dated June 2, 2003 (the "**Audio Purchase Agreement**");

**WHEREAS**, Assignors are the sole owners of all rights, title and interest in and to the patent applications and registrations set forth in Exhibit A hereto (the "**Patents**");

**WHEREAS**, by entry order pursuant to, *inter alia*, section 363(f) of Chapter 11, United States Code, dated June 3, 2003 (the "**JAX Sale Order**"), the United States Bankruptcy Court for the Southern District of New York authorized the Assignors to enter into and consummate the Audio Purchase Agreement and, among other acts, to transfer, or cause to be transferred, free and clear of all liens, claims and encumbrances the Patents; and

**WHEREAS**, each Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights, in and to the Patents, and Assignee wishes to accept such assignment;

**NOW, THEREFORE**, in consideration of the covenants, representations and warranties contained in the Audio Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.** Pursuant to the Jax Sale Order and the Audio Purchase Agreement, each Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents (collectively, the "**Rights**"). Assignors retain no rights to use the Patents and each agrees not to challenge the validity of Assignee's ownership in the Patents.

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2. **Cooperation.** Each Assignor shall take or cause to be taken any such further actions, and to execute, deliver and file or cause to be executed, delivered and filed, at Assignee's expense, such further documents and instruments, and to obtain such consents, as may be required or requested by Assignee in order to effectuate fully the purposes, terms and conditions of this Agreement, including, without limitation, executing such written instruments and extending such other cooperation as may be necessary or appropriate, in Assignee's sole discretion, to convey the Patents to Assignee, to perfect Assignee's interest in the Patents, and to establish, evidence, maintain, defend and/or enforce Assignee's rights in the Patents. Each of the Assignors hereby irrevocably appoints Assignee as the attorney-in-fact of and for such Assignor with full power and authority to take such further actions, and to execute, deliver and file such further documents and instruments, and to obtain such consents, in such Assignor's name. The right, power and authority granted herein to said attorney-in-fact and agents shall commence and be in full force and effect as of the Effective Date. Each Assignor understands and agrees that such power and authority is coupled with an interest and is therefore irrevocable.

3. **Later Acquired or Enlarged Rights.** In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Patents than that assigned hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the Effective Date.

4. **Payment.** As full payment for the assignment of the Rights, the Assignors will receive the compensation set forth in the Audio Purchase Agreement in accordance with terms and conditions set forth therein.

5. **Representations and Warranties.**

5.1 **Authority.** Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.

5.2 **Title.** Each Assignor represents and warrants that it is the lawful owner and/or licensor of all right, title and interest in and to the Patents, and has the unrestricted right to grant the Rights granted under this Agreement free and clear of any encumbrances, liens, registrations or claims of any nature.

5.3 **Complete Assignment.** Each Assignor represents and warrants that there are no ideas, processes, trademarks, trade names, service marks, inventions, discoveries, patents, copyrights, technology, records or data pertaining to the Patents that are excluded from the operation of this Agreement.

5.4 **Non-Infringement.** Each Assignor represents and warrants that it is unaware of any actual or threatened claims of infringement relating to any of the Patents nor of any basis for such a claim and, to the best of its knowledge, understanding and belief, the Patents and the exercise of the Rights granted herein do not and shall not infringe, misappropriate or violate any intellectual property or other right of any third party.

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**5.5 Confidentiality.** Assignor represents and warrants that it has taken all measures and precautions reasonably necessary to protect the confidentiality and value of the Patents.

**5.6 Deliverables.** Assignor warrants that, on or before July \_\_, 2003, Assignor will deliver to Assignee all media, including, without limitation, all disks, tapes, CDs and other tangible property necessary for the transfer of Patents from Assignor to Assignee pursuant to the terms and conditions of this Agreement.

**6. Indemnification.** Each Assignor agrees to indemnify and hold harmless Assignee and its officers, directors, employees, stockholders and agents from and against any claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising out of or related to any breach of the representations, warranties and covenants contained in this Agreement.

**7. General.**

**7.1 Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New York (as permitted by Section 5-1401 of the New York General Obligations Law or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Southern District of New York, or in state court in the County of New York, New York, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

**7.2 Attorneys' Fees.** If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.

**7.3 No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

**7.4 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

**7.5 Entire Agreement.** This Agreement, along with the Jax Sale Order and the Audio Purchase Agreement, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will

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be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE:

AUDIOVOX ELECTRONICS CORPORATION

By: 

Title: President

Address: 150 Marcus Blvd., Hauppauge, NY 11788

ASSIGNORS:

RECOTON CORPORATION

By: 

Title: Executive Vice President

Address: 2950 Lake Emma Rd., Lake Mary, FL 32746

RECOTON AUDIO CORPORATION  
RECOTON HOME AUDIO CORPORATION  
RECOTON MOBILE ELECTRONICS INC.  
RECOTON INTERNATIONAL HOLDINGS, INC.

By: 

Title: Vice President

Address: 2950 Lake Emma Rd., Lake Mary, FL 32746

RECOTON CANADA LTD.

By: 

Title: President

Address: 680 Granite Court, Pickering, Ontario L1W 3J5

STATE OF FLORIDA )

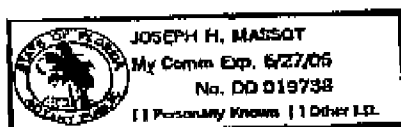
) ss.:

COUNTY OF SEMINOLE )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is the Executive Vice President of RECOTON CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Joseph H. Massot*  
Notary Public

[Notarial Seal]



STATE OF FLORIDA )

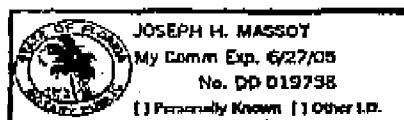
) ss.:

COUNTY OF SEMINOLE )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is a Vice President of RECOTON AUDIO CORPORATION, RECOTON HOME AUDIO CORPORATION, RECOTON MOBILE ELECTRONICS, INC., AND RECOTON INTERNATIONAL HOLDINGS, INC., each a corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Joseph H. Massot*  
Notary Public

[Notarial Seal]



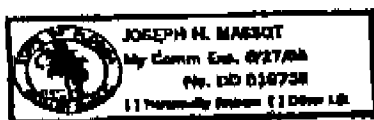
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RECOTON CORP AP

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STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF SEMINOLE )

On the 7<sup>th</sup> day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida and that he is the President of RECOTON CANADA LTD., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



*Joseph H. Massot*  
Notary Public

[Notarial Seal]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 7<sup>th</sup> day of July, 2003, before me personally came PATRICK M. LAVELLE, to me known, who, being by me duly sworn, did depose and say he resides at 150 Marcus Blvd., Hauppauge, New York, that he is the President of AUDIOVOX ELECTRONIC CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

JANINE A. RUSSO  
Notary Public, State of New York  
No. 4800661  
Qualified in Suffolk County  
Commission Expires 10/31/2005

*Janine A. Russo*  
Notary Public

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**EXHIBIT A**

Patents:

PATENT NO.	TITLE
D389,483	HOUSING FOR LOUDSPEAKER
D394,658	SPEAKER
4,738,420	AUTOMOTIVE DASHBOARD RADIO MOUNTING ASSEMBLY
5,952,619	IN-CEILING LOUDSPEAKER.
6,067,278	DIGITAL RECORDER FOR CAR RADIO.
Applications:	
09/752,269	AUTOMOTIVE MULTIPLE MEDIA SYSTEM
09/978,951	DISPLAY FOR AUTOMOBILE RADIO
	MENU DRIVEN FACEPLATE (Not Yet Applied For)