

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4430935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VOXX INTERNATIONAL CORPORATION	05/17/2017
AUDIO PRODUCTS INTERNATIONAL CORP.	05/17/2017
KLIPSCH GROUP, INC.	05/17/2017
CODE SYSTEMS, INC.	05/17/2017
VOXX ELECTRONICS CORP.	05/17/2017
TECHNUITY, INC.	05/17/2017
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	100 PARK AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5946055
Patent Number:	6157418
Patent Number:	6292236
Patent Number:	7621579
Patent Number:	6529123
Patent Number:	6412848
Patent Number:	6364390
Patent Number:	D611919
Patent Number:	D636749
Patent Number:	9469255
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3566

Email: james.murray@wolterskluwer.com
Correspondent Name: JAMES MURRAY
Address Line 1: 4400 EASTON COMMONS WAY, SUITE 125
Address Line 2: CT CORPORATION
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JOANNE BL ARNOLD
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	05/25/2017
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Total Attachments: 10

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AMENDMENT NO 1 TO PATENT SECURITY AGREEMENT

This AMENDMENT NO. 1 TO PATENT SECURITY AGREEMENT (this "Amendment No. 1") is made this 17th day of May, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "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"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantors and Wells are parties to the Patent Security Agreement, dated April 26, 2016, and recorded with the Patent Division of the United States Patent and Trademark Office on May 6, 2016, at Reel/Frame 038631/0001 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, each Grantor has, among other things, granted to Wells a security interest in all of its present and future Patents and Patent applications, together with certain related assets, and has agreed to execute and deliver to Wells all agreements and documents as requested by Wells to evidence the security interests of Wells therein;

WHEREAS, certain Grantors have adopted, used and is using, and is the owner of the entire right, title, and interest in and to new patents and patent applications filed with the United States Patent and Trademark Office described in Schedule A hereto and made a part hereof (collectively, the "Additional Patents"); and

WHEREAS, each Grantor is obligated to grant a security interest in and pledge all such Additional Patents and Additional Patent Collateral (as hereinafter defined) to Wells, as provided by the terms and conditions of the Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Wells hereby agree as follows:

1. Amendment to Patent Security Agreement.

(a) Without limiting any of the Patent Collateral otherwise described in the Patent Security Agreement, Schedule I to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Patent Collateral consisting of the Additional Patents and other Patent Collateral related thereto (such Additional Patents and Patent Collateral related thereto being referred to herein as the "Additional Patent Collateral").

(b) All references to the term "Patent Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patent Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Wells set forth in Section 2 of the Patent Security Agreement or any other provisions thereof, each Grantor hereby confirms, reaffirms and restates its prior grant of Patent Collateral to Wells, and

hereby grants to Wells a continuing security interest in and a general lien upon the Additional Patent Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patent Collateral set forth in the Patent Security Agreement shall apply to the Additional Patent Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.


5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

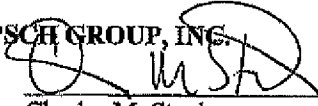
VOXX INTERNATIONAL CORPORATION

By: 
Name: Charles M. Stoehr
Title: Senior Vice President and CFO


AUDIO PRODUCTS INTERNATIONAL CORP.

By: _____
Name: T. Paul Jacobs
Title: Chief Executive Officer

KLIPSCH GROUP, INC.

By: 
Name: Charles M. Stoehr
Title: Vice President

CODE SYSTEMS, INC.

By: 
Name: Charles M. Stoehr
Title: Chief Financial Officer

VOXX ELECTRONICS CORP.

By: _____
Name: Lorian Shelton
Title: CFO, Secretary, Treasurer

TECHNUTTY, INC.

By: _____
Name: Lorian Shelton
Title: Secretary

[Signature Page to Amendment No. 1 to Patent Security Agreement]

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By: _____
Name: Lorian Shelton
Title: CFO, Secretary, Treasurer

TECHNUITY, INC.

By: _____
Name: Lorian Shelton
Title: Secretary

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VOXX ELECTRONICS CORP.

By: 
Name: Lorianne Shelton
Title: CFO, Secretary, Treasurer

TECHNITY, INC.

By: 
Name: Lorianne Shelton
Title: Secretary

ACCEPTED AND ACKNOWLEDGED:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: ANDREW ROGOW

Title: VP

[Signature Page to Amendment No. 1 to Patent Security Agreement]