

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/03/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terk Technologies Corp.		01/03/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Audiovox Electronics Corporation
Street Address:	150 Marcus Drive
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2388065	ONE WIRE SOLUTION
Registration Number:	1713298	TERK
Registration Number:	2194183	FM EDGE
Registration Number:	1606197	GAMMA LOOP
Registration Number:	1999430	PIN DOT
Registration Number:	1579805	PI
Registration Number:	2497203	AM ADVANTAGE
Registration Number:	2381710	WAVE MASTER
Registration Number:	2451001	NOMI
Registration Number:	1574559	FM+
Registration Number:	1729103	LEAPFROG
Registration Number:	2132940	LEAPFROG
Registration Number:	2025010	CFR

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Registration Number:	2796759	
Registration Number:	2770077	FMD
Serial Number:	78138967	T2
Serial Number:	76399019	ANTENNA PRO
Serial Number:	76399017	ANTENNA LAB
Serial Number:	78180385	INTUITIVE
Serial Number:	78338820	HDTVI

CORRESPONDENCE DATA

Fax Number: (516)802-7008
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 516-802-7007
Email: pjuergensen@levystopol.com
Correspondent Name: Paul A. Juergensen
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Address Line 2: Levy, Stopol & Camelo, LLP
Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Paul A. Juergensen
Signature:	/paul a. juergensen/
Date:	01/18/2005

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of January 3, 2005, is by TERK TECHNOLOGIES CORP., a New York corporation ("Seller") in favor of AUDIOVOX ELECTRONICS CORPORATION, a Delaware corporation ("Buyer"). All capitalized terms used herein shall have the same meaning as in the Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), among Seller, Buyer and the other signatories thereto, unless otherwise defined in this Assignment.

WITNESSETH:

WHEREAS, pursuant to the terms the Purchase Agreement, the Seller agreed to sell to the Buyer, and the Buyer agreed to purchase from the Seller, all right, title and interest of the Seller in and to the Purchased Assets and in connection therewith the Buyer assumed certain liabilities of the Seller relating thereto, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment. Seller does hereby assign, sell, transfer and convey to Buyer all of Seller's right, title and interest in and to the Intellectual Property, except for the Patents, to the extent set forth on Schedule A attached hereto, throughout the world in and to the Intellectual Property, together with: (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) and all the benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Intellectual Property; and to settle and retain proceeds from any such actions) (collectively, the "Rights"). Seller retains no rights to use the Intellectual Property and agrees not to challenge the validity of Buyer's ownership in the Intellectual Property.

2. Cooperation. Seller 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 Buyer's expense, such further documents and instruments, and to obtain such consents, as may be necessary 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 to convey the Intellectual Property to Buyer, to perfect Buyer's interest in the Intellectual Property, and to establish, evidence, maintain, defend and/or enforce Buyer's rights in the Intellectual Property.

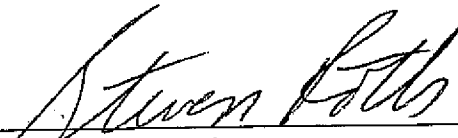
3. Representations and Warranties. Seller represents, warrants and covenants that Seller has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained.

4. Miscellaneous. This Agreement is made under and shall be construed in accordance with the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment for and on behalf of Seller on the day and year first above written.

SELLER:

TERK TECHNOLOGIES CORP.

By:  _____

Name: Steven Roth

Title: Chief Executive Officer

Schedule A

Mark/Country	Serial No. Filing Date	Reg. No. Regi. Date	Status	Date Due
ONE WIRE SOLUTION US	75/225,880 01/15/1997	2,388,065 09/19/2000	Sections 8 & 15 Declaration due Renewal Application due	09/19/2006 09/19/2010
TERK US	74/220,662 11/12/1991	1,713,298 09/08/1992	Renewal Application due	09/08/2012
TERK Australia	660055 05/01/1995	660055 05/01/1995	Renewal Application due	04/30//2005
TERK China	3271465 08/12/2002	3271465 10/14/2003	Renewal Application due	10/13/2013
TERK France	9551354 05/12/1995	95571354 03/22/1996	Renewal Application due	05/12/2005
TERK Germany	39521490.4 05/20/1995	39521490 06/18/1996	Renewal Application due	05/29/2005
TERK Hong Kong	06773/2002 05/13/2002	11811/2003 05/13/2002	Renewal Application due	05/12/2009
TERK Japan	H07-044171 05/01/1995	3323618 06/20/1997	Renewal Application due	06/20/2007
TERK Spain	1985806 09/18/1995	1985806 03/05/1996	Renewal Application due	09/17/2005
TERK UK	2,019,202 05/01/1995	2,019,202 01/24/1997	Renewal Application due	04/30/2005
FM EDGE US	75/211,709 12/11/1996	2,194,183 10/06/1998	Renewal Application due	10/06/2008
GAMMA LOOP US	73/794,521 04/20/1989	1,606,197 07/17/1990	Renewal Application due	07/17/2010
PIN DOT & design US	74/687,476 06/07/1995	1,999,430 09/10/1996	Renewal Application due	09/10/2006
PI US	73/749,889 09/02/1988	1,579,805 01/30/1990	Renewal Application due	01/30/2010
AM ADVANTAGE US	76/049,058 05/15/2000	2,497,203 10/09/2001	Sections 8 & 15 Declaration due Renewal Application due	10/09/2007 10/09/2011
WAVE MASTER US	75/297,229 05/23/1997	2,381,710 08/29/2000	Sections 8 & 15 Declaration due Renewal Application due	08/29/2006 08/29/2010
NOMI US	76/049,059 05/15/2000	2,451,001 05/15/2001	Sections 8 & 15 Declaration due Renewal Application due	05/15/2007 05/15/2011
FM + US	73/792,217 04/10/1989	1,574,559 01/02/1990	Renewal Application due	01/02/2010
LEAPFROG US	74/255,824 03/16/1992	1,729,103 11/03/1992	Renewal Application due	11/03/2012

LEAPFROG US	74/551,254 07/19/1994	2,132,940 01/27/1998	Renewal Application due	01/27/2008
LEAPFROG China	3271464 08/12/2002	3271464 08/14/2004	Renewal Application due	08/13/2014
LEAPFROG Hong Kong	06774/2002 05/13/2002	200404442 03/25/2004	Affidavit of Use due Renewal Application due	05/12/2007 05/13/2009
CFR US	74/688,276 06/07/1995	2,025,010 12/24/1996	Renewal Application due	12/24/2006
Frog Logo (miscellaneous design) US	76/384,241 03/19/2002	2,796,759 12/23/2003	Sections 8 & 15 Declaration due Renewal Application due	12/23/2009 12/23/2013
FROG logo China	3271463 08/12/2002	3,271,463 10/14/2003	Renewal Application due	10/13/2013
FROG logo Hong Kong	200206775 05/13/2002	04820/2003 03/19/2002	Affidavit of Use due Renewal Application due	03/18/2007 09/18/2009
fmd US	76/383,965 03/19/2002	2,770,077 09/30/2003	Sections 8 & 15 due Renewal Application due	09/30/2009 09/30/2013
T2 US	78/138,967 06/26/2002		Pending – Awaiting Certificate of Registration	
ANTENNA PRO US	76/399,019 04/23/2002		Statement of Use or 4th Extension of Time due	02/25/2005
ANTENNA LAB US	76/399,017 04/23/2002		Statement of Use or 4th Extension of Time due	02/12/2005
INTUITIVE US	78/180,385 10/31/2002		Statement of Use or 1st Extension of Time due	04/05/2005
HDTV _i US	78/338,820 12/10/2003		Pending	