Form PTO-1594 (Recol2-11) OMB Collection 0651-0027 (exp. 04/30/2015)



PARTMENT OF COMMERCE

RECORDATIC

TRADEMARKS ONLY

Patent and Trademark Office

	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?
Metra Electronics Corporation	N0 N0
	Name: FCC, LLC, d/b/a First Capital
Individual(s) Association	Street Address: 3350 Riverwood Parkway, Suite 1750
Partnership Limited Partnership	City: Atlanta
∑ Corporation- State: Florida	State: Georgia
Other	Country:USA Zip: 30339
Citizenship (see guidelines)	Individual(s) Citizenship
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship
Execution Date(s)December 12, 2012	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
	Other limited liability Citizenship Florida
	If assignee is not domiciled in the United States, a domestic representative designation is attached:
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	I identification or description of the Trademark. B. Trademark Registration No.(s)
	1583473
85/278127	Additional sheet(s) attached? X Yes No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:
Name: M. Ruth McRee	
Internal Address: Poyner Spruill LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{1,665.00}{}\$
301 S. College Street	Authorized to be charged to deposit account
Street Address: 301 S. College Street Suite 2300	⊠ Enclosed
City:Charlotte	8. Payment Information:
State: North Carolina Zip: 28202	01/04/2013 KMGUYEM1 00000056 1583473
Phone Number: 704-342-5325	01 FC:8521 48.00 OP
Docket Number: 704-342-5264	Deposit Account Number 1625.00 Up /
Email Address:rmcree@poynerspruill.com	Authorized User Name
9. Signature: M. J. C. J. M.	December 3/2012
Signature	Date
M. Ruth McRee	Total number of pages including cover 25
Name of Person Signing	sheet, attachments, and document:

EXHIBIT A UNITED STATES ISSUED TRADEMARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
DASHWORKS	1779514	6/29/1993
AUTOWORKS	1873202	1/10/1995
SPEAKERWORKS	1939128	12/5/1995
INSTALLER INSTITUTE	1949748	1/16/1996
BIG DOG INSTALLER CLUB And Design	1949914	1/23/1996
BIG DOG INSTALLER	1969086	4/23/1996
ANTENNAWORKS	1979961	6/11/1996
ROADWORKS	2091649	8/26/1997
METRA	2105537	10/14/1997
METRA (Stylized)	2112342	11/11/1997
THE BEST	2146849	3/24/1998
TSUNAMI	2207637	12/1/1998
SMART CABLE	2276330	9/7/1999
METRACORP	2348899	5/9/2000
METRA. THE WORLD'S BEST KITS	2398202	10/24/2000
TURBOKIT	2540324	2/19/2002
ETHEREAL HOME THEATER	2706529	4/15/2003
ETHEREAL	2708813	4/22/2003
ETHEREAL And Design	2835203	4/20/2004

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TRADEMARK

REEL: 004951 FRAME: 0765

<u>Mark</u>	Registration Number	Registration Date
TSUNAMI And Design	2841253	5/11/2004
TURBO2 INTERFACE SYSTEM (Stylized)	2883964	9/14/2004
TURBO2	2883965	9/14/2004
RAPTOR	2894345	10/19/2004
RAPTOR (Stylized)	2894395	10/19/2004
THE INSTALL BAY	2900466	11/2/2004
THE INSTALL BAY INSTALLATION HARDWARE (Stylized)	2900512	11/2/2004
EL LOBO	3090716	5/9/2006
WIRE-TUNES	3115817	7/18/2006
MONKEY VIDEO	3165796	10/31/2006
SPEAKERWORKS	3194818	1/2/2007
SILENCE IT!	3230362	4/17/2007
KNOWLEDGE IS POWER	3337957	11/20/2007
II INSTALLER INSTITUTE And Design	3400587	3/25/2008
SHURIKEN	3538321	11/25/2008
SHURIKEN HIGH PERFORMANCE BATTERIES And Design	3569484	2/3/2009
MISC. DESIGN (Crouching Ninja Figure)	3569485	2/3/2009
BALLISTIC	3575302	2/17/2009
Ballistic (Stylized)	3575303	2/17/2009
WARLOCK	3593831	3/24/2009
ICARUS	3808416	6/22/2010

<u>Mark</u>	Registration Number	Registration Date
ICARUS And Design	3839279	8/24/2010
PIRATE AUDIO	3932851	3/15/2011
PIRATE AUDIO WHAT'S IN YOUR TRUNK And Design	3935872	3/22/2011
3D TECHNOLOGY And Design	4055068	11/15/2011
AXXESS	4161230	6/19/2012
AXXESS And Design	4170859	7/10/2012
3D TECHNOLOGY And Design	4180080	7/24/2012
3D TECHNOLOGY And Design	4180081	7/24/2012
AXXESS INTEGRATE (Stylized)	4249868	11/27/2012

PENDING APPLICATIONS

<u>Mark</u>	Serial Number	<u>Date</u>
TV AUDIO MOUNT	85/296354	4/15/2011
TRUCONNEK And Design	85/379336	7/24/2011
IHOOK	85/423100	9/14/2011
ACID AUDIO	85/470363	11/11/2011
THIRD EYE And Design	85/525559	1/26/2012
T > SPEC	85/610427	4/27/2012
T > SPEC and Design	85/610465	4/27/2012
TRULINK	85/617183	5/4/2012
TRULINK And Design	85/626576	5/16/2012
R RAPTOR And Design	85/697324	8/7/2012

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<u>Mark</u>	Serial Number	Date
R And Design	85/699399	8/9/2012
EHD And Design	85/736775	9/24/2012
THE RIGHT PARTS FOR THE BEST SOUND	85/746497	10/5/2012
METRA OE RADIOS	85/746889	10/5/2012
MORE THAN JUST GREAT SOUND	85/746498	10/5/2012

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of December 14, 2012, is made by and between METRA ELECTRONICS CORPORATION, a Florida corporation (the "Borrower"), and FCC, LLC, d/b/a First Capital, a Florida limited liability company (the "Lender").

Recitals

Borrower and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

- 2. <u>Security Interest.</u> Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. <u>Representations, Warranties and Agreements</u>. Borrower represents, warrants and agrees as follows:
 - Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.
 - (b) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.
 - (c) Affiliates. As of the date hereof, no Affiliate of the Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate of the Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify Lender of such item(s) and cause such

Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

- Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.
- (g) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that they intend to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.
- Power of Attorney. To facilitate Lender's taking action under subsection (k) (i) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Borrower's Use of the Patents and Trademarks</u>. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.
- 5. <u>Defaults</u>. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies.</u> While a Default exists, Lender may, at its option, take any or all of the following actions:
 - (a) Lender may exercise any or all remedies available under the Loan Agreement.
 - (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

- (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.
- Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and each Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

	•	METRA ELECTRONIC	CS CORPORATION
		By: William H. Yones, J.	r., Chief Executive Officer
		FCC, LLC, d/b/a FIRST	CAPITAL
; ;		By:Name:	
		Turc.	agualistad et apartus estre associatura distributura francesi et apartus francesis en en en estre en en en en e
STATE OF FLORIDA	•		
) SS:		
COUNTY OF VOLUSIA)		
On December 27, 2012 before appeared William H. Jones, Jr., where the person whose name is subscribed executed the same in his author he person, or the entity upon behalf	ho provi bed to the rized ca	ed to me on the basis of he within instrument and apacity, and that by his s	satisfactory evidence to be d acknowledged to me that signature on the instrument
WITNESS my hand and official se	al.		
Signature Willi	(Signat	ture of Notary)	(Seal of Notary)
			WILLIAM FORNINO MY COMMISSION # DD 899938 EXPIRES: August 4, 2013 Bonded Thru Budget Notery Service

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

		METRA ELECTRONICS CORPORATION
		By:William H. Jones, Jr., Chief Executive Officer
		By: Name: Ralph U. Infante Title: Senior Vice President
STATE OF FLORIDA)	
) SS:	
COUNTY OF)	
appeared William H. Jones, Jr., which the person whose name is subscribed the same in his authors.	no prov ped to t rized c	Notary Public, personally yed to me on the basis of satisfactory evidence to be the within instrument and acknowledged to me that apacity, and that by his signature on the instrument hich the person acted, executed the instrument.
WITNESS my hand and official se	al.	
Signature	_(Signa	ature of Notary) (Seal of Notary)

	\cdot
STATE OF GEORGIA)
) SS:
COUNTY OF COLD)
to be the person whose name is su that he executed the same in hi	me, <u>lickil</u> Heller, Notary Public, personally who proved to me on the basis of satisfactory evidence bscribed to the within instrument and acknowledged to me is authorized capacity, and that by his signature on the ity upon behalf of which the person acted, executed the rail.
Signature Visti & Holls	(Signature of Notary) (Seal of Notary)
VICKI L HELLER NOTARY PUBLIC Dawson County State of Georgia My Comm. Expires January 19, 20	118

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	Patent Number	Issue Date
ADD-ON LOCKING MECHANISM FOR A VEHICLE HOOD	4456289	6/26/1984
KEYED UNIVERSAL MOUNTING KIT FOR MOUNTING A RADIO IN AN AUTOMOTIVE DASHBOARD	5106039	4/21/1992
MOUNTING KIT FOR MOUNTING ONE OF SEVERAL TYPES OF AUDIO EQUIPMENT IN AN AUTOMOTIVE DASHBOARD	5467947	11/21/1995
AUTOSOUND INSTALLATION MOUNTING DEVICE	D401591	11/24/1998
AUTOSOUND INSTALLATION MOUNTING DEVICE	D418838	1/1.1/2000
AUTOMOTIVE BATTERY COVER WITH POWER DISTRIBUTION AND FUSE CONNECTIONS	D450653	11/20/2001
ENCLOSURE COVER AND BASE FOR USE WITH AGU FUSE BLOCKS	D471164	3/4/2003
ADAPTER WIRE HARNESS FOR INSTALLING DIFFERENT AUTOSOUND COMPONENTS INTO DIFFERENT VEHICLES	6531657	3/11/2003
CLAMSHELL-STYLE PLASTIC PRODUCT PACKAGING	D473787	4/29/2003
DOME LOUDSPEAKER GRILLE	Ď480710	10/14/2003
DOUBLE-DIN AUTO STEREO MOUNTING DEVICE	D481378	10/28/2003
DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE WITH LIGHTER CUT- OUT	D481707	11/4/2003

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<u>Title</u>	Patent Number	Issue Date
MOUNTED COMPACT DISK STORAGE UNIT	D481708	11/4/2003
CURVED FACE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE WITH SIDE BRACKETS	D482023	11/11/2003
FLAT FACE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE	D482024	11/11/2003
MOUNTING BRACKET FOR MOUNTING A STANDARDIZED ISO AUDIO COMPONENT WITHIN A DIN APERTURE	6651936	11/25/2003
FLAT FACE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE	D483027	12/2/2003
CURVED FACE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE	D484495	12/30/2003
FLARED-SIDE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE	D485260	1/13/2004
FLAT FACE DUAL COMPARTMENT AUTO STEREO MOUNTING DEVICE	D488462	4/13/2004
DIN/ISO AUTO STEREO HEAD UNIT MOUNTING DEVICE WITH POCKET	D492287	6/29/2004
LOWER MOUNT AUTO STEREO HEAD UNIT MOUNTING DEVICE	D492288	6/29/2004
DIN AUTO STEREO AND DOUBLE POCKET MOUNTING DEVICE	D492668	7/6/2004
AUTO STEREO MOUNTING DEVICE WITH UNDER RADIO POCKET	D496028	9/14/2004
RECESSED DIN/ISO AUTO STEREO MOUNTING DEVICE WITH REAR SUPPORT	D496354	9/21/2004
DIN/ISO AUTO STEREO MOUNTING DEVICE WITH POCKET	D501852	2/15/2005

<u>Title</u>	Patent Number	Issue Date
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D503400	3/29/2005
ISO/DIN SUV STEREO MOUNTING DEVICE WITH TRIM PLATES	D503401	3/29/2005
TRUCK STEREO MOUNTING DEVICE	D504423	4/26/2005
DOUBLE DIN/ISO AUTO STEREO HEAD UNIT MOUNTING DEVICE WITH POCKET	D505672	5/31/2005
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D507791	7/26/2005
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D508486	8/16/2005
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D513508	1/10/2006
AUDIO CONNECTOR CABLE WITH TWISTED MOLD AND PLATED TIP	D516510	3/7/2006
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D517061	3/14/2006
SINGLE FUSE HOLDER	D517505	3/21/2006
FUSED DISTRIBUTION BLOCK	D517997	3/28/2006
FUSED DISTRIBUTION BLOCK	D517998	3/28/2006
AUDIO CABLE CONNECTOR WITH INTERIOR LED	D519077	4/18/2006
SEVEN CONDUCTOR CABLE WITH CONVERTOR BLOCK FOR SINGLE CABLE INTERCONNECTIONS	D519084	4/18/2006
ISO/DIN AUTO STEREO HEAD UNIT MOUNTING DEVICE WITH RADIO/CLIMATE HOUSING	D519995	5/2/2006
FUSED DISTRIBUTION BLOCK	D523822	6/27/2006

<u>Title</u>	Patent Number	Issue Date
BATTERY TERMINAL	D524733	7/11/2006
BATTERY TERMINAL	D524734	7/11/2006
SINGLE FUSE HOLDER	D525210	7/18/2006
MULTIPLE FUSE HOLDER	D528514	9/19/2006
ISO/DIN AUTO STEREO MOUNTING DEVICE WITH POCKET	D531879	11/14/2006
NOISE REDUCTION FILTER	D532748	11/28/2006
INSTALLATION KIT FOR AFTER-MARKET AUTOSOUND HEAD UNIT WITH HVAC CONTROL EMULATION	7177730	2/13/2007
CAPACITOR BRACKET	D539738	4/3/2007
ISO/DIN AUTO STEREO MOUNTING DEVICE	D540785	4/17/2007
AUDIO CABLE CONNECTOR WITH PLATED TIP	D544837	6/19/2007
DOUBLE DIN AUTO STEREO MOUNTING DEVICE	D545661	7/3/2007
ISO/DIN AUTO STEREO MOUNTING DEVICE	D545815	7/3/2007
AUTO STEREO MOUNTING DEVICE	D555156	11/13/2007
DOUBLE DIN AUTO STEREO MOUNTING DEVICE	D555644	11/20/2007
AUTO STEREO MOUNTING DEVICE	D555645	11/20/2007
AUTO STEREO MOUNTING DEVICE WITH INTEGRAL POCKET	D555646	11/20/2007
DOUBLE DIN AUTO STEREO MOUNTING DEVICE	D555647	11/20/2007
POWER AND CABLE SURGE PROTECTOR	D564451	3/18/2008

<u>Title</u>	Patent Number	Issue Date
AUTO STEREO MOUNTING DEVICE	D566701	4/15/2008
MODULAR AUTO STEREO MOUNTING KIT HAVING BOTH SINGLE DIN AND DOUBLE DIN CONFIGURATIONS	7430110	9/30/2008
AUTO STEREO INSTALLATION DEVICE	D581408	11/25/2008
AUTO STEREO MOUNTING DEVICE	D582908	12/16/2008
AUTO STEREO INSTALLATION DEVICE	D582912	12/16/2008
AUTO STEREO MOUNTING DEVICE WITH KEYPAD	D583809	12/30/2008
AUTO STEREO INSTALLATION DEVICE	D584725	1/13/2009
AUTOMOTIVE ANTENNA WITH LED TIP	D585435	1/27/2009
DOUBLE DIN AUTO STEREO MOUNTING DEVICE	D602013	10/13/2009
AUTO STEREO MOUNTING BEZEL	D602483	10/20/2009
AUTO STEREO MOUNTING DEVICE WITH POCKET	D602929	10/27/2009
DOUBLE DIN CAR STEREO MOUNTING DEVICE	D602930	10/27/2009
CAR STEREO MOUNTING DEVICE WITH POCKET	D603390	11/3/2009
AUTO STEREO INSTALLATION DEVICE	D604286	11/17/2009
ROTATING PEDESTAL WITH LOCK	7644903	1/12/2010
AUTO STEREO INSTALLATION DEVICE	D610580	2/23/2010
AUTO STEREO INSTALLATION DEVICE	D611939	3/16/2010
HDMI CABLE BOX	D637162	5/3/2011
DIN/ISO AUTO STEREO PROVISION UNIT MOUNTING DEVICE	D638832	5/31/2011

<u>Title</u>	Patent Number	Issue Date
DDIN/ISO STACKED AUTO STEREO HEAD UNIT MOUNTING DEVICE	D639287	6/7/2011
DIN/ISO AUTO STEREO HEAD UNIT MOUNTING DEVICE WITH POCKET AND CLIMATE CONTROL CUT-OUTS	D639288	6/7/2011
DOUBLE DIN/ISO STACKED HEAD UNIT PROVISION	D639289	6/7/2011
DIN/ISO AUTO STEREO PROVISION UNIT MOUNTING DEVICE WITH POCKET	D639290	6/7/2011
DOUBLE DIN/STACKED ISO DIN AUTO STEREO PROVISION UNIT MOUNTING DEVICE	D639291	6/7/2011
DIN/ISO DIN HEAD UNIT PROVISION MOUNTING DEVICE WITH POCKET AND FAN CUT-OUTS	D639292	6/7/2011
DIN/ISO DIN HEAD UNIT PROVISION MOUNTING DEVICE WITH POCKET	D639293	6/7/2011
DOUBLE DIN/ISO STACKED HEAD UNIT PROVISION MOUNTING DEVICE AND CLIMATE CONTROL CUT-OUTS	D639294	6/7/2011
DDIN/ISO STACKED AUTO STEREO HEAD UNIT MOUNTING DEVICE	D639792	6/14/2011
DDIN/ISO STACKED AUTO STEREO HEAD UNIT MOUNTING DEVICE	D639793	6/14/2011
ISO/DIN HEAD UNIT PROVISION WITH POCKET	D639794	6/14/2011
DIN/ISO AUTO STEREO PROVISION UNIT MOUNTING DEVICE WITH POCKET	D639795	6/14/2011
DIN/ISO STACKED AUTO STEREO HEAD UNIT MOUNTING DEVICE WITH POCKET	D639796	6/14/2011

<u>Title</u>	Patent Number	Issue Date
DIN/ISO AUTO STEREO PROVISION UNIT MOUNTING DEVICE WITH POCKET	D639797	6/14/2011
DIN/ISO DIN HEAD UNIT PROVISION MOUNTING DEVICE WITH POCKET, SCREEN AND CLIMATE CONTROL BUTTONS	D639798	6/14/2011
DIN/ISO DIN HEAD UNIT PROVISION MOUNTING DEVICE WITH POCKET	D639799	6/14/2011
DDIN/ISO AUTO STEREO HEAD UNIT MOUNTING DEVICE	D640684	6/28/2011
METHODS AND SYSTEMS FOR PROVIDING ACCESSORY STEERING WHEEL CONTROLS	8014920	9/6/2011
METHODS AND SYSTEMS FOR AUTOMATIC DETECTION OF STEERING WHEEL CONTROL SIGNALS	8214105	7/3/2012
INTEGRATED TELEVISION MOUNT AND SOUND SYSTEM-CIP	8270652	9/18/2012
METHODS AND SYSTEMS FOR PROVIDING ACCESSORY STEERING WHEEL CONTROLS	8285446	10/9/2012

UNITED STATES PATENT APPLICATIONS

Title	Serial Number	Filing Date
METHODS AND SYSTEMS FOR AUTOMATIC DETECTION OF ST WHEEL CONTROL SIGNALS	13/539965 EERING	7/2/2012
ACTIVE & PROGRAMMABLE HD & METHOD	OMI CABLE 13/662980	10/29/2012
AUTO STEREO MOUNTING DEVI (CAMRY)	ICE 29/443668	10/3/2012

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<u>Title</u>	Serial Number	Filing Date
AUTO STEREO MOUNTING DEVICE (CIVIC)	29/433669	10/3/2012
AUTO STEREO MOUNTING DEVICE (KIA SOUL)	29/433672	10/3/2012
AUTO STEREO MOUNTING DEVICE (NISSAN MULTI)	29/433603	10/2/2012
AUTO STEREO MOUNTING DEVICE (NISSAN MURANO)	29/433607	10/3/2012
INTEGRATED TELEVISION MOUNT & AUDIO SYSTEM (CIP #2)	13/544114	7/9/2012
INTEGRATED TELEVISION MOUNT AND AUDIO SYSTEM	12/955180	11/29/2010
SPEAKER SIZE ADAPTING METHOD	12/800092	5/7/2010

EXHIBIT B UNITED STATES ISSUED TRADEMARKS

REGISTRATIONS

<u>Mark</u>	Registration Number	Registration Date
THE INSTALLER'S CHOICE	1583473	2/20/1990
DASHWORKS	1779514	6/29/1993
AUTOWORKS	1873202	1/10/1995
SPEAKERWORKS	1939128	12/5/1995
INSTALLER INSTITUTE	1949748	1/16/1996
BIG DOG INSTALLER CLUB And Design	1949914	1/23/1996
BIG DOG INSTALLER	1969086	4/23/1996
ANTENNAWORKS	1979961	6/11/1996
ROADWORKS	2091649	8/26/1997
METRA	2105537	10/14/1997
METRA (Stylized)	2112342	11/11/1997
THE BEST	2146849	3/24/1998
TSUNAMI	2207637	12/1/1998
SMART CABLE	2276330	9/7/1999
METRACORP	2348899	5/9/2000
METRA. THE WORLD'S BEST KITS	2398202	10/24/2000
TURBOKIT	2540324	2/19/2002
ETHEREAL HOME THEATER	2706529	4/15/2003

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<u>Mark</u>	Registration Number	Registration Date
ETHEREAL	2708813	4/22/2003
ETHEREAL And Design	2835203	4/20/2004
TSUNAMI And Design	2841253	5/11/2004
TURBO2 INTERFACE SYSTEM (Stylized)	2883964	9/14/2004
TURBO2	2883965	9/14/2004
RAPTOR	2894345	10/19/2004
RAPTOR (Stylized)	2894395	10/19/2004
THE INSTALL BAY	2900466	11/2/2004
THE INSTALL BAY INSTALLATION HARDWARE (Stylized)	2900512	11/2/2004
EL LOBO	3090716	5/9/2006
WIRE-TUNES	3115817	7/18/2006
MONKEY VIDEO	3165796	10/31/2006
SPEAKERWORKS	3194818	1/2/2007
SILENCE IT!	3230362	4/17/2007
KNOWLEDGE IS POWER	3337957	11/20/2007
II INSTALLER INSTITUTE And Design	3400587	3/25/2008
SHURIKEN	3538321	11/25/2008
SHURIKEN HIGH PERFORMANCE BATTERIES And Design	3569484	2/3/2009
MISC. DESIGN (Crouching Ninja Figure)	3569485	2/3/2009
BALLISTIC	3575302	2/17/2009
Ballistic (Stylized)	3575303	2/17/2009

<u>Mark</u>	Registration Number	Registration Date
WARLOCK	3593831	3/24/2009
ICARUS	3808416	6/22/2010
ICARUS And Design	3839279	8/24/2010
PIRATE AUDIO	3932851	3/15/2011
PIRATE AUDIO WHAT'S IN YOUR TRUNK And Design	3935872	3/22/2011
3D TECHNOLOGY And Design	4055068	11/15/2011
AXXESS	4161230	6/19/2012
AXXESS And Design	4170859	7/10/2012
3D TECHNOLOGY And Design	4180080	7/24/2012
3D TECHNOLOGY And Design	4180081	7/24/2012
AXXESS INTEGRATE (Stylized)	4249868	11/27/2012

PENDING APPLICATIONS

<u>Mark</u>	Serial Number	<u>Date</u>
AUDIO SOLUTIONS And Design	85/278127	3/27/2011
TV AUDIO MOUNT	85/296354	4/15/2011
TRUCONNEK And Design	85/379336	7/24/2011
THOOK	85/423100	9/14/2011
ACID AUDIO	85/470363	11/11/2011
THIRD EYE And Design	85/525559	1/26/2012
T > SPEC	85/610427	4/27/2012
T > SPEC and Design	85/610465	4/27/2012

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<u>Mark</u>	Serial Number	Date
TRULINK	85/617183	5/4/2012
TRULINK And Design	85/626576	5/16/2012
R RAPTOR And Design	85/697324	8/7/2012
R And Design	85/699399	8/9/2012
EHD And Design	85/736775	9/24/2012
THE RIGHT PARTS FOR THE BEST SOUND	85/746497	10/5/2012
METRA OE RADIOS	85/746889	10/5/2012
MORE THAN JUST GREAT SOUND	85/746498	10/5/2012

TRADEMARK REEL: 004951 FRAME: 0788

RECORDED: 01/04/2013