

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coby Electronics Corporation		08/16/2013	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Gordon Brothers Commercial & Industrial, LLC
Street Address:	Prudential Tower
Internal Address:	800 Boylston Street, 27th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
Serial Number:	74072453	COBY
Serial Number:	74616652	COBY
Serial Number:	74637731	SUPERNAMIC
Serial Number:	74646374	COBY
Serial Number:	78758657	V·ZON
Serial Number:	78543716	V ZON
Serial Number:	78921046	ECOBY
Serial Number:	78558701	MP3
Serial Number:	76651750	COBY
Serial Number:	77006867	COBY
Serial Number:	77446405	COBY
Serial Number:	77451118	COBY
Serial Number:	77378187	JAMMERZ

CH \$1340.00 74072453

Serial Number:	77803793	COBY
Serial Number:	77877443	JAMMERZ XTRA
Serial Number:	77877445	JAMMERZ XTRA
Serial Number:	77754903	COBY SNAPP
Serial Number:	77739857	COBY SNAPP
Serial Number:	77802833	COBY
Serial Number:	77802897	COBY
Serial Number:	77584554	BUTTERFLY
Serial Number:	85028529	JAMMERZ ULTRA
Serial Number:	85028841	JAMMERZ ULTRA
Serial Number:	77578813	VITRUVIAN
Serial Number:	85009210	COBY SMART
Serial Number:	85009211	COBY SMART >
Serial Number:	85010457	COBY SMART >
Serial Number:	85010464	COBY SMART
Serial Number:	85104176	SNAPP
Serial Number:	85104924	SNAPP
Serial Number:	77754906	COBY SNAPP
Serial Number:	77895397	JAMMERZ TALK
Serial Number:	77895383	JAMMERZ PLATINUM
Serial Number:	85179020	KYROS
Serial Number:	85061705	JAMMERZ XTREME
Serial Number:	85061706	JAMMERZ XTREME
Serial Number:	85173810	V-ZON
Serial Number:	85319167	ATTITUDZ
Serial Number:	85341698	ATTITUDZ
Serial Number:	85319155	JAMMERZ MOODS
Serial Number:	85319179	JAMMERZ RIDES
Serial Number:	85319175	JAMMERZ SPORTS X
Serial Number:	85319169	JAMMERZ STREETS
Serial Number:	85575259	JAMMERZ GAMERS
Serial Number:	85562991	JAMMERZ PREMIERE
Serial Number:	85562952	JAMMERZ ELITE
Serial Number:	85654622	JAMMERZ TWIST
Serial Number:	85509946	PIANO4

	85614862	PIATTO
Serial Number:	85535500	GALA
Serial Number:	85842015	J
Serial Number:	85871334	OWN EVERY SESSION
Serial Number:	85869898	JAMMERZ MUSICBOX

**CORRESPONDENCE DATA**

Fax Number: 3129800765  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-269-8000  
Email: mhoffman@ngelaw.com, leulgen@ngelaw.com  
Correspondent Name: Lee J. Eulgen  
Address Line 1: Neal Gerber & Eisenberg LLP  
Address Line 2: Two North LaSalle Street  
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	26533.0750
NAME OF SUBMITTER:	Lee J. Eulgen
Signature:	/Lee J. Eulgen/
Date:	11/21/2013

**Total Attachments: 9**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of August 16, 2013, by and between PNC BANK, NATIONAL ASSOCIATION, a national banking association having an address of 340 Madison Avenue, 11<sup>th</sup> Floor, New York, NY 10173 in its capacity as a secured creditor conducting a foreclosure sale pursuant to Section 9-610 of the UCC, (as the secured party seller of certain Purchased Assets (as defined in the Purchase Agreement (as defined herein)) of Borrower (as defined herein), in such capacity, the "Seller" or "Assignor"), and GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC, a Delaware limited liability company having an address of Prudential Tower, 800 Boylston Street, 27<sup>th</sup> Floor, Boston, MA 02199 (the "Assignee"). Together, Assignor, Assignee and Seller may be referred to as the "Parties" or individually as a "Party."

### RECITALS

**WHEREAS**, Seller, as agent and a lender, the other lender parties thereto, and COBY ELECTRONICS CORPORATION, a New York corporation (the "Borrower"), are parties to (i) that certain Amended and Restated Revolving Credit and Security Agreement, dated as of July 30, 2010 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and (ii) the Other Documents (as defined in the Loan Agreement and collectively with the Loan Agreement, the "Loan Documents");

**WHEREAS**, Seller had a duly perfected security interest in and lien on substantially all of the personal property assets of Borrower and pursuant to the Uniform Commercial Code, and because the Borrower was and continues to remain in default under the Loan Documents, Seller accelerated the Obligations (as defined in the Loan Agreement) and exercised all of its rights and remedies with respect to the Collateral (as defined in the Loan Agreement) and the Borrower, and conducted a private sale (the "UCC Sale") of the Collateral;

**WHEREAS**, pursuant to that certain Secured Party Asset Purchase Agreement between Seller and Assignee dated August 16, 2013 (the "Purchase Agreement"), Assignee purchased certain Collateral (namely, the Purchased Assets as defined in the Purchase Agreement), which included trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, including without limitation those trademark applications and registrations for the marks set forth on **Exhibit A** attached hereto (all of the foregoing, collectively, the "Marks"), together with any common law trademark rights and the goodwill and portion of the business to which the Marks pertain; and

**WHEREAS**, the Parties desire to enter into this Trademark Assignment to further evidence this purchase and assignment of such Marks, together with any common law trademark rights and the goodwill and portion of the business to which the Marks pertain, and to record this transaction with the U.S. Patent and Trademark Office and other foreign trademark offices or similar agencies or authorities.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties, the Parties have agreed as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, (a) Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee, its successors, assigns, and legal representatives, the entire right, title and interest of Borrower in and to the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill and the portion of the business symbolized by said Marks and to which the Marks pertain, the right to further assign and/or to license any and all right, title and interest in and to the Marks; and the right to sue and collect damages for past infringement of the Marks by any third party, (b) Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks, and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and (c) Assignor hereby agrees further that it will, at Assignee's expense, when requested, execute, deliver and acknowledge such further instruments of conveyance and do and perform all such other acts and things as Assignee may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks. This assignment is intended to comply with Section 10 of the U.S. Trademark Act, 15 U.S.C. Section 1060.

2. This Trademark Assignment is subject to and includes by reference all terms and conditions of the Purchase Agreement, including all of the representations, warranties, and covenants set forth in the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to modify, limit, or amend any such rights or obligations of the Parties hereto under the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Trademark Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

3. The laws of the Commonwealth of Massachusetts shall govern the interpretation, validity, performance and enforcement of this Trademark Assignment. If any provision of this Trademark Assignment should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Trademark Assignment shall not be affected thereby. This Trademark Assignment may be executed in counterparts, and each such counterpart shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Trademark Assignment may be executed by facsimile or other electronic signature, and any such signature shall be of the same force and effect as an original signature.

4. **ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY, SET FORTH IN THE PURCHASE AGREEMENT: THE SALE OF THE PURCHASED ASSETS TO ASSIGNEE IS: WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO THE EXISTENCE, OWNERSHIP, TITLE, CONDITION, QUANTITY, QUALITY OR ANY OTHER MATTERS WHATSOEVER REGARDING THE PURCHASED ASSETS; ASSIGNOR MAKES NOT REPRESENTATION AS TO THE VALUE, IF ANY, OF THE PURCHASED ASSETS BEING TRANSFERRED HEREBY; SELLER MAKES NO**

REPRESENTATIONS OR WARRANTIES THAT ALL OR A PORTION OF THE PURCHASED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MRCHANTABILITY UNDER THE UCC OR OTHERWISE) OR FIT FOR A PARTICULAR PURPOSE; AND THE SOLE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR REGARDING THE PURCHASED ASSETS ARE THOSE SPECIFICALLY PROVIDED IN ARTICLE 2 OF THE PURCHASE AGREEMENT.

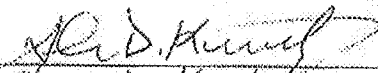
5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument. This Trademark Assignment may be transmitted by facsimile or via portable document format (.pdf), and it is the intent of the parties for the facsimile or .pdf image (or a photocopy thereof) of any autograph printed by a receiving facsimile machine or transmitted via .pdf to be an original signature and for the facsimile (or a photocopy thereof) and any complete photocopy or .pdf image of the Trademark Assignment to be deemed an original counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date set forth above.

**ASSIGNOR:**

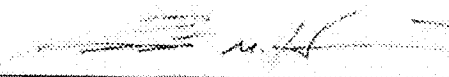
PNC BANK, NATIONAL ASSOCIATION,  
as secured party seller in certain Purchased Assets  
of COBY ELECTRONICS CORPORATION

By:   
Name: Glenn D. Kreutz  
Title: Vice President

of PNC Bank, National Association, in its  
capacity as a secured creditor conducting a  
foreclosure sale pursuant to Section 9-610 of  
the UCC

**ASSIGNEE:**

GORDON BROTHERS COMMERCIAL &  
INDUSTRIAL, LLC

By:   
Name: ROBERT M HIMMEL  
Title: CO-PRESIDENT

**EXHIBIT A**

Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Status	Class
COBY SNAPP	Canada	1518611	TMA818397	3/10/2011	2/24/2012	Registered	
VITRUVIAN	Canada	1518190	TMA820514	3/8/2011	3/22/2012	Registered	
BUTTERFLY	Canada	1518191	TMA820515	3/8/2011	3/22/2012	Registered	
KYROS	Canada	1504970	TMA822841	11/23/2010	4/24/2012	Registered	
COBY	Canada	1457136	TMA800794	10/28/2009	6/23/2011	Registered	
COBY	Canada	826685	TMA505415	10/23/1998	12/11/1998	Registered	
COBY	United States of America	74/072,453	1667166	6/25/1990	12/3/1991	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	74/616,852	1950902	12/16/1994	1/23/1996	Registered	16 (Paper goods and printed matter) 42 (Scientific and technological services)
SUPERNAMIC	United States of America	74/637,731	1961778	2/23/1995	3/12/1996	Registered	9 (Electrical and scientific apparatus)
COBY & Design	United States of America	74/646,374	1974823	3/13/1995	5/21/1996	Registered	16 (Paper goods and printed matter) 42 (Scientific and technological services)
VZON (Stylized)	United States of America	78/758,657	3229239	11/21/2005	4/17/2007	Registered	9 (Electrical and scientific apparatus)
VZON	United States of America	78/543,716	3234608	1/7/2005	4/24/2007	Registered	9 (Electrical and scientific apparatus)
ECOBY	United States of America	78/921,046	3241973	6/30/2006	5/15/2007	Registered	35 (Advertising and business services)
MP3 Logo	United States of America	78/558,701	3270485	2/2/2005	7/24/2007	Registered	9 (Electrical and scientific apparatus)



Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Status	Class
COBY Trade Dress	United States of America	76/651,750	3342228	12/13/2005	11/20/2007	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/006,867	3534496	9/25/2006	11/18/2008	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/446,405	3546355	4/11/2008	12/16/2008	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/451,118	3624352	4/17/2008	5/19/2009	Registered	9 (Electrical and scientific apparatus)
JAMMERZ	United States of America	77/378,187	3636192	1/23/2008	6/9/2009	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/803,793	3767055	8/13/2009	3/30/2010	Registered	9 (Electrical and scientific apparatus)
JAMMERZ XTRA Logo	United States of America	77/877,443	3840444	11/20/2009	8/31/2010	Registered	9 (Electrical and scientific apparatus)
JAMMERZ XTRA	United States of America	77/877,445	3844235	11/20/2009	9/7/2010	Registered	9 (Electrical and scientific apparatus)
COBY SNAPP & Design (Color-grayscale)	United States of America	77/754,903	3857836	6/9/2009	10/5/2010	Registered	9 (Electrical and scientific apparatus)
COBY SNAPP	United States of America	77/739,857	3861683	5/18/2009	10/12/2010	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/802,833	3861675	8/12/2009	10/12/2010	Registered	9 (Electrical and scientific apparatus)
COBY	United States of America	77/802,897	3871334	8/12/2009	11/2/2010	Registered	9 (Electrical and scientific apparatus)
BUTTERFLY	United States of America	77/584,554	3886869	10/2/2008	12/7/2010	Registered	9 (Electrical and scientific apparatus)
JAMMERZ ULTRA	United States of America	85/028,529	3905858	5/3/2010	1/11/2011	Registered	9 (Electrical and scientific apparatus)

Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Status	Class
JAMMERZ ULTRA Logo	United States of America	85/028,841	3905869	5/3/2010	1/11/2011	Registered	9 (Electrical and scientific apparatus)
VITRUVIAN	United States of America	77/578,813	3908450	9/25/2008	1/18/2011	Registered	9 (Electrical and scientific apparatus)
COBY SMART Logo	United States of America	85/009,210	3909418	4/8/2010	1/18/2011	Registered	9 (Electrical and scientific apparatus)
COBY SMART>	United States of America	85/009,211	3909419	4/8/2010	1/18/2011	Registered	9 (Electrical and scientific apparatus)
COBY SMART>	United States of America	85/010,457	3909424	4/9/2010	1/18/2011	Registered	9 (Electrical and scientific apparatus)
COBY SMART> Logo	United States of America	85/010,464	3909425	4/8/2010	1/18/2011	Registered	9 (Electrical and scientific apparatus)
SNAPP	United States of America	85/104,176	3911261	8/10/2010	1/25/2011	Registered	9 (Electrical and scientific apparatus)
SNAPP (Stylized)	United States of America	85/104,924	3911282	8/11/2010	1/25/2011	Registered	9 (Electrical and scientific apparatus)
COBY SNAPP & Design (Color-green)	United States of America	77/754,906	3923778	6/9/2009	2/22/2011	Registered	9 (Electrical and scientific apparatus)
JAMMERZ TALK	United States of America	77/895,397	3951877	12/17/2009	4/28/2011	Registered	9 (Electrical and scientific apparatus)
JAMMERZ PLATINUM	United States of America	77/895,383	3955563	12/17/2009	5/3/2011	Registered	9 (Electrical and scientific apparatus)
KYROS	United States of America	85/179,020	4008851	11/17/2010	8/9/2011	Registered	9 (Electrical and scientific apparatus)
JAMMERZ XTREME	United States of America	85/061,705	4010341	6/14/2010	8/9/2011	Registered	9 (Electrical and scientific apparatus)
JAMMERZ XTREME Logo	United States of America	85/061,706	4010342	6/14/2010	8/9/2011	Registered	9 (Electrical and scientific apparatus)

Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Status	Class
VZON (Stylized)	United States of America	85/173,810	4084915	11/10/2010	1/10/2012	Registered	9 (Electrical and scientific apparatus)
ATTITUDZ	United States of America	85/319,167	4214911	5/12/2011	9/25/2012	Registered	9 (Electrical and scientific apparatus)
ATTITUDZ Logo	United States of America	85/341,698	4218924	6/8/2011	10/2/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ MOODS	United States of America	85/319,155	4214910	5/12/2011	9/25/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ RIDES	United States of America	85/319,179	NA	5/12/2011	NA	Abandoned	9 (Electrical and scientific apparatus)
JAMMERZ SPORTS X	United States of America	85/319,175	4282045	5/12/2011	12/18/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ STREETS	United States of America	85/319,169	4214912	5/12/2011	9/25/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ GAMERS	United States of America	85/575,259	NA	3/21/2012	NA	Abandoned	9 (Electrical and scientific apparatus)
JAMMERZ PREMIERE	United States of America	85/562,991	4243673	3/7/2012	11/13/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ ELITE	United States of America	85/562,952	4247489	3/7/2012	11/20/2012	Registered	9 (Electrical and scientific apparatus)
JAMMERZ TWIST	United States of America	85/654,622	NA	6/18/2012	NA	Abandoned	9 (Electrical and scientific apparatus)
PIANO4	United States of America	85/509,946	NA	1/5/2012	NA	Abandoned	9 (Electrical and scientific apparatus)
PIATTO	United States of America	85/614,862	NA	5/2/2013	NA	Abandoned	9 (Electrical and scientific apparatus)
GALA	United States of America	85/535,500	NA	2/7/2012	NA	Abandoned	9 (Electrical and scientific apparatus)

Trademark	Country	Application Number	Registration Number	Application Date	Registration Date	Status	Class
J (Design)	United States of America	85/842,015		2/8/2013		Pending	9 (Electrical and scientific apparatus)
OWN EVERY SESSION	United States of America	85/871,334		3/8/2013		Pending	9 (Electrical and scientific apparatus)
JAMMERZ MUSICBOX	United States of America	85/889,898		3/7/2013		Pending	9 (Electrical and scientific apparatus)