

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300688

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POLK AUDIO, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
BOOM MOVEMENT, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
DEFINITIVE TECHNOLOGY, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
DIRECTED, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	150 East 42nd Street, 40th fl.
Internal Address:	CMES, Specialized Agency & Trust
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: South Dakota

PROPERTY NUMBERS Total: 257

Property Type	Number	Word Mark
Registration Number:	1098618	POLK AUDIO
Registration Number:	1147604	STEAL STOPPER
Registration Number:	1267826	THE SPEAKER SPECIALISTS
Registration Number:	1298466	STEREO/DIMENSIONAL ARRAY
Registration Number:	1360257	CARFINDER
Registration Number:	1382152	VIPER
Registration Number:	1439008	VOCALARM
Registration Number:	1560581	A/D/S/
Registration Number:	1588598	INVISIBEAM
Registration Number:	1595043	THE HOTT SET-UP
Registration Number:	1596127	AUTOCOMMAND
Registration Number:	1664941	SIDEWINDER
Registration Number:	1665774	MERLIN

OP \$6440.00 1098618

Property Type	Number	Word Mark
Registration Number:	1671463	SNIPER
Registration Number:	1674046	CLIFFORD
Registration Number:	1680241	HORNET
Registration Number:	1681827	DEFINITIVE TECHNOLOGY
Registration Number:	1687774	EQUALIZER
Registration Number:	1709910	FAILSAFE
Registration Number:	1717916	AVITAL
Registration Number:	1721572	VALET
Registration Number:	1755228	VIPER
Registration Number:	1756693	VIPER
Registration Number:	1816396	VIPER
Registration Number:	1821979	DYNAMIC BALANCE
Registration Number:	1822606	PYTHON
Registration Number:	1822608	
Registration Number:	1831266	VRS
Registration Number:	1833777	WASP
Registration Number:	1847324	BOA
Registration Number:	1848176	NO ONE DARES COME CLOSE
Registration Number:	1850291	RATTLER
Registration Number:	1850292	RATTLESNAKE
Registration Number:	1850294	SECURITY FOR THE BEST
Registration Number:	1853037	AUTO-MATE
Registration Number:	1873747	DEI
Registration Number:	1908343	NITE-LITE
Registration Number:	1924871	ETCH-IT!
Registration Number:	1924872	WARN AWAY
Registration Number:	1925347	DOUBLEGUARD
Registration Number:	1937559	NUISANCE PREVENTION
Registration Number:	1937899	SAFE-LITE
Registration Number:	1937900	STINGER
Registration Number:	1948714	BIG SPEAKER SOUND WITHOUT THE BIG SPEAKE
Registration Number:	1949767	EFFECTIVE VEHICLE SECURITY
Registration Number:	1949768	SOFT CHIRP
Registration Number:	1954475	
Registration Number:	1961709	VIPER
Registration Number:	1962705	REVENGER
Registration Number:	1983683	VIPER
Registration Number:	1991173	PUT THE STING ON CRIME
Registration Number:	1996948	BOA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2003532	IT'S YOUR CAR, KEEP IT THAT WAY
Registration Number:	2009328	DESIGNTECH
Registration Number:	2016512	EOSONE
Registration Number:	2017149	PUT THE STING ON CRIME
Registration Number:	2023351	PRO GUARD
Registration Number:	2031303	THE LEADER IN HIGH PERFORMANCE LOUDSPEAK
Registration Number:	2031421	
Registration Number:	2037373	PRIME SECURITY
Registration Number:	2037866	PERFORMANCE WITHOUT LIMITS
Registration Number:	2041580	
Registration Number:	2051479	CASKET BASKET
Registration Number:	2053567	THE CLEAR DIFFERENCE
Registration Number:	2053685	VOICE
Registration Number:	2053812	HORNET
Registration Number:	2064535	POWERFIELD
Registration Number:	2120755	DEI
Registration Number:	2126969	
Registration Number:	2139385	VIPER
Registration Number:	2146931	PYTHON
Registration Number:	2163217	POLK AUDIO
Registration Number:	2190498	POLK
Registration Number:	2196591	PROMONITOR
Registration Number:	2197007	
Registration Number:	2199039	PROSUB
Registration Number:	2208125	PROCINEMA
Registration Number:	2212832	PYTHON
Registration Number:	2218081	
Registration Number:	2218082	
Registration Number:	2218083	
Registration Number:	2229191	FIRST DEFENSE
Registration Number:	2248575	PROCENTER
Registration Number:	2285718	VIPER
Registration Number:	2291545	NPC
Registration Number:	2295688	TECHSOFT
Registration Number:	2300806	VIPER
Registration Number:	2301162	CODE-HOPPING
Registration Number:	2301471	BITWRITER
Registration Number:	2315849	ESP
Registration Number:	2362498	VIPER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2372588	PROTOWER
Registration Number:	2377279	PROSTAND
Registration Number:	2404493	HORNET
Registration Number:	2404885	VENOM
Registration Number:	2429910	THE SPEAKER SPECIALIST
Registration Number:	2462291	RM DIGITAL SOLUTION
Registration Number:	2464066	GHOST SWITCH
Registration Number:	2464469	READY REMOTE
Registration Number:	2474938	QUALITY BY DESIGN
Registration Number:	2482379	F/X
Registration Number:	2513804	PYTHON
Registration Number:	2629187	ATRIUM
Registration Number:	2644027	POWERMONITOR
Registration Number:	2685731	DESIGNTECH
Registration Number:	2734196	DEF TECH
Registration Number:	2740977	DIRECTED
Registration Number:	2744215	STUDIOCINEMA
Registration Number:	2745317	RESPONDER
Registration Number:	2775128	MYTHOS
Registration Number:	2776646	SUPERTOWER
Registration Number:	2779730	ACOUSTIC RESONANCE CONTROL
Registration Number:	2780131	DRIVEN TO EXCEL
Registration Number:	2809013	THE POLK PERFORMANCE ADVANTAGE
Registration Number:	2818164	PLASMA SOLUTION
Registration Number:	2823010	SMART ENTRY
Registration Number:	2838757	CLIFFORD
Registration Number:	2838758	AUTOMATE
Registration Number:	2840669	SUPERCUBE
Registration Number:	2868242	DIRECTED
Registration Number:	2887768	VENOM
Registration Number:	2888137	POLK
Registration Number:	2888138	POLKAUDIO
Registration Number:	2889487	VIPER
Registration Number:	2895057	MATRIX
Registration Number:	2895459	PYTHON
Registration Number:	2903453	DIRECTED
Registration Number:	2905106	DIRECTED
Registration Number:	2922879	VALET
Registration Number:	2973952	WIZARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2974191	DIRECTED GRAPHITE
Registration Number:	2991983	POWER PORT
Registration Number:	2993985	SUPERSYSTEM
Registration Number:	3000663	VIPER
Registration Number:	3086979	VIPER
Registration Number:	3088555	THE SNAKE PIT
Registration Number:	3101246	GET THE SOUND
Registration Number:	3110404	MYTHOS SOLO
Registration Number:	3129167	SURROUNDBAR
Registration Number:	3175609	I-SONIC
Registration Number:	3190889	VIPER
Registration Number:	3226966	SDA
Registration Number:	3254304	MIDOCK
Registration Number:	3261056	DIRECTECHS.COM
Registration Number:	3276251	VIPER
Registration Number:	3285675	THE SNAKE PIT
Registration Number:	3289115	SOLOIST
Registration Number:	3293622	DIRECTWIRE
Registration Number:	3295058	VENOM SST
Registration Number:	3320412	TRINITY SIGNATURE
Registration Number:	3402543	HTRI
Registration Number:	3406805	DIRECTED
Registration Number:	3410097	I SOLOIST
Registration Number:	3442559	POLK AUDIO DESIGNS
Registration Number:	3477732	SPATIAL ARRAY
Registration Number:	3483384	VIPER
Registration Number:	3533922	POLK AUDIO
Registration Number:	3573507	SUPERCODE
Registration Number:	3628469	SRT
Registration Number:	3662005	I-SONIC
Registration Number:	3670644	SURROUNDBAR SDA INSTANT HOME THEATER
Registration Number:	3674717	DISAPPEARING
Registration Number:	3680677	POLK DIGITAL LOGIC
Registration Number:	3702905	INSTANT HOME THEATER
Registration Number:	3716295	SOLEX
Registration Number:	3760878	
Registration Number:	3804793	HITMASTER
Registration Number:	3787996	CANMAX
Registration Number:	3197164	I SONIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3848117	DIRECT LINK
Registration Number:	3825667	SIGNATURE REFERENCE THEATER
Registration Number:	3898090	TIME LENS
Registration Number:	3812032	SURROUNDBAR ONE-STEP
Registration Number:	3874739	BLACKSTONE
Registration Number:	3958675	VANISHING
Registration Number:	4161182	XTR
Registration Number:	4466582	URCHIN
Registration Number:	4478998	SWIMMER
Registration Number:	4414863	SPOONERS
Registration Number:	4415544	R4A
Registration Number:	4411774	READY FOR ANYTHING
Registration Number:	4269750	BOOM BORN ON ORIGINAL MOTIVES
Registration Number:	3987227	B M
Registration Number:	3991204	B M
Registration Number:	4053906	BOOM BORN ON ORIGINAL MOTIVES
Registration Number:	3987226	BM BORN ON ORIGINAL MOTIVES
Registration Number:	4344001	D. DEFINITIVE TECHNOLOGY
Registration Number:	4280674	SOLOCINEMA XTR
Registration Number:	4351452	POLK
Registration Number:	4344046	POLK
Registration Number:	4171132	POLKAUDIO MM MOBILE MONITOR
Registration Number:	3672731	MM POLKAUDIO
Registration Number:	4326125	SOUND CYLINDER
Registration Number:	4314116	SOUND INSPIRES
Registration Number:	4351511	
Registration Number:	4408364	MUSIC
Registration Number:	4460210	NUE ERA
Registration Number:	4456649	HINGE
Registration Number:	4456622	NUE VOE
Registration Number:	4456621	BUCKLE
Registration Number:	4390624	THE POWER OF ONE
Serial Number:	85875297	SOLOCINEMA STUDIO
Serial Number:	85455950	XTR
Serial Number:	85650058	POLK
Serial Number:	77847070	DIRECTED SMARTSTART
Serial Number:	77223077	VIPER
Serial Number:	77223088	VIPER
Serial Number:	77306648	VIPER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77696121	VIPER
Serial Number:	77747117	VIPER
Serial Number:	77749285	I-SONIC
Serial Number:	77823893	CLIFFORD SMARTSTART
Serial Number:	77798847	VIPER SMARTSTART
Serial Number:	85090635	PERFORMANCE STARTS HEAR
Serial Number:	85250749	START YOUR CAR FROM VIRTUALLY ANYWHERE W
Serial Number:	85181696	SMARTSPOT
Serial Number:	85122728	VIPER
Serial Number:	85121654	SMARTSHARE
Serial Number:	85099426	VIPER MOTOR CLUB
Serial Number:	85077402	VIPER
Serial Number:	85789325	STREET URCHIN
Serial Number:	85712582	WOODBOURNE
Serial Number:	85796884	BELVEDERE
Serial Number:	85800205	CAMDEN SQUARE
Serial Number:	86092349	BOOM
Serial Number:	86106694	BOOM BORN ON ORIGINAL MOTIVES SWAP
Serial Number:	85955900	CARMONY
Serial Number:	85879953	MYAUTOMATE
Serial Number:	86188224	POLK STRIKER
Serial Number:	86027163	POLK 4 SHOT
Serial Number:	86098388	POLK HAMPDEN
Serial Number:	85917378	POLK SMARTBAR
Serial Number:	85929251	POLK N1
Serial Number:	85738696	SOUND UNITED
Serial Number:	86046977	SPORTS BAR
Serial Number:	86109947	POLK OMNI SB2
Serial Number:	86001271	OMISSION
Serial Number:	85916889	IBAR
Serial Number:	85904322	CINESIMPLE SUBWOOFER
Serial Number:	85816359	BILTMORE
Serial Number:	85859091	X BAR
Serial Number:	85958919	MELEE
Serial Number:	85930738	DJ STREAM
Serial Number:	85958930	CORONADO
Serial Number:	85929265	NVOLVE
Serial Number:	85881607	CINESIMPLE SURROUNDBAR
Serial Number:	85863536	STROP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85929258	133T
Serial Number:	85902681	POLK XPHONES
Serial Number:	85816105	HAMPDEN
Serial Number:	86137466	D. DEFINITIVE TECHNOLOGY A SYMPHONY FOR
Serial Number:	86046454	DEFINITIVE LEGEND
Serial Number:	85874925	SOLOCINEMA MATINEE
Serial Number:	85859069	SOLOCINEMA 2
Serial Number:	85869832	INCLINE
Serial Number:	85885315	D. DEFINITIVE TECHNOLOGY CUBE
Serial Number:	85900149	MYTHOS LEGEND

CORRESPONDENCE DATA

Fax Number: 2123553333

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124597136

Email: tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	087724.227739
NAME OF SUBMITTER:	Tracey D Bennett
SIGNATURE:	/s/Tracey D Bennett
DATE SIGNED:	04/08/2014

Total Attachments: 23

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of July 13, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among DEI Sales, Inc., as successor by merger to Viper Borrower Corporation (the "Borrower"), DEI Holdings, Inc., and Viper Holdings Corporation, each as a Credit Party, the other Credit Parties party thereto, the Agent (as successor Agent to FS Investment Corporation) and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of July 13, 2011, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in accordance with the terms of the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


POLK AUDIO, LLC
as a Grantor

By: 
Name: Veysel Goker
Title: SVP & CFO


BOOM MOVEMENT, LLC
as a Grantor

By: 
Name: Veysel Goker
Title: SVP & CFO

DEFINITIVE TECHNOLOGY, LLC
as a Grantor

By: 
Name: Veysel Goker
Title: SVP & CFO

DIRECTED, LLC
as a Grantor

By: 
Name: Veysel Goker
Title: SVP & CFO

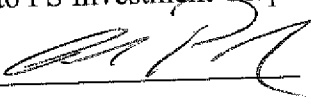
Signature Page to Trademark Security Agreement

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
(as successor to FS Investment Corporation), as Agent

By: _____



Name:

Alexander Pabon
Assistant Vice President

Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

[see attached]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered trademarks - ®	Class§§§	Registration No.	Registered Date	Holder
POLK AUDIO	IC 009	1,098,618	8/8/1978	Polk Audio, LLC
Steal Stopper	IC 012	1,147,604	2/24/1981	Directed, LLC
THE SPEAKER SPECIALISTS	IC 009	1267826	2/21/1984	Polk Audio, LLC
STEREO/DIMENSIONAL ARRAY	IC 009	1,298,466	10/2/1984	Polk Audio, LLC
CarFinder	IC 009	1,360,257	9/17/1985	Directed, LLC
Viper	IC 009	1,382,152	2/11/1986	Directed, LLC
Vocalarm	IC 009	1,439,008	5/12/1987	Directed, LLC
a/d/s/	IC 009	1,560,581	10/17/1989	Directed, LLC
Invisibeam	IC 009	1,588,598	3/27/1990	Directed, LLC
The Hott Set-up	IC 009	1,595,043	5/8/1990	Directed, LLC
AutoCommand	IC 009	1,596,127	5/15/1990	Directed, LLC
Sidewinder	IC 012	1,664,941	11/19/1991	Directed, LLC
Merlin	IC 012	1,665,774	11/26/1991	Directed, LLC
Sniper	IC 012	1,671,463	1/7/1992	Directed, LLC
Clifford	IC 009, 012	1,674,046	2/4/1992	Directed, LLC
Hornet	IC 012	1,680,241	3/24/1992	Directed, LLC
Definitive Technology	IC 009	1,681,827	4/7/1992	Definitive Technology, LLC
Equalizer	IC 012	1,687,774	5/19/1992	Directed, LLC
Failsafe	IC 012	1,709,910	8/25/1992	Directed, LLC
Avital	IC 012	1,717,916	9/22/1992	Directed, LLC
Valet	IC 009	1,721,572	10/6/1992	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
Viper	IC 014, 021, 025	1,755,228	3/2/1993	Directed, LLC
Viper	IC 012	1,756,693	3/9/1993	Directed, LLC
Viper	IC 014	1,816,396	1/11/1994	Directed, LLC
DYNAMIC BALANCE	IC 009	1,821,979	2/15/1994	Polk Audio, LLC
Python	IC 012	1,822,606	2/22/1994	Directed, LLC
Snake Design (Vinnie)	IC 012	1,822,608	2/22/1994	Directed, LLC
VRS	IC 012	1,831,266	4/19/1994	Directed, LLC
Wasp	IC 012	1,833,777	5/3/1994	Directed, LLC
Boa	IC 012	1,847,324	7/26/1994	Directed, LLC
No One Dares Come Close	IC 012	1,848,176	8/2/1994	Directed, LLC
Rattler	IC 012	1,850,291	8/16/1994	Directed, LLC
Rattlesnake	IC 012	1,850,292	8/16/1994	Directed, LLC
Security for the Best	IC 012	1,850,294	8/16/1994	Directed, LLC
Auto-Mate	IC 012	1,853,037	9/6/1994	Directed, LLC
DEI	IC 012	1,873,747	1/17/1995	Directed, LLC
Nite-Lite	IC 012	1,908,343	8/1/1995	Directed, LLC
Etch-it (Supp. Reg.)	IC 012	1,924,871	10/3/1995	Directed, LLC
Warn Away (supp reg)	IC 012	1,924,872	10/3/1995	Directed, LLC
Doubleguard	IC 012	1,925,347	10/10/1995	Directed, LLC
Nuisance Prevention (Supp. Reg.)	IC 012	1,937,559	11/21/1995	Directed, LLC
Safe-Lite	IC 012	1,937,899	11/28/1995	Directed, LLC
Stinger	IC 012	1,937,900	11/28/1995	Directed, LLC
BIG SPEAKER SOUND WITHOUT THE BIG SPEAKER	IC 009	1,948,714	1/16/1996	Polk Audio, LLC
Effective Vehicle Security (Supp. Reg.)	IC 012	1,949,767	1/16/1996	Directed, LLC
Soft Chirp (supp reg)	IC 012	1,949,768	1/16/1996	Directed, LLC
Snake Design (Vinnie)	IC 006, 014, 021, 025	1,954,475	2/6/1996	Directed, LLC
Viper (snake design)	IC 012	1,961,709	3/12/1996	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
Reverger	IC 009	1,962,705	3/19/1996	Directed, LLC
Viper	IC 009	1,983,683	7/2/1996	Directed, LLC
Put The Sting On Crime	IC 025	1,991,173	8/6/1996	Directed, LLC
Boa	IC 012	1,996,948	8/27/1996	Directed, LLC
It's Your Car Keep it that Way	IC 012	2,003,532	9/24/1996	Directed, LLC
Design Tech & Design	IC 009, 011, 012	2,009,328	10/22/1996	Directed, LLC
EOSONE	IC 009	2,016,512	11/12/1996	Polk Audio, LLC
Put the Sting on Crime	IC 012	2,017,149	11/19/1996	Directed, LLC
Pro Guard	IC 012	2,023,351	12/17/1996	Directed, LLC
The Leader in High Performance Loudspeakers (Supplemental Register)	IC 009	2,031,303	1/14/1997	Definitive Technology, LLC
Hornet (bug image)	IC 012, 014, 02, 025	2,031,421	1/21/1997	Directed, LLC
Prime Security	IC 012	2,037,373	2/11/1997	Directed, LLC
PERFORMANCE WITHOUT LIMITS	IC 009	2,037,866	2/11/1997	Polk Audio, LLC
Snake Design	IC 012, 014, 021	2,041,580	3/4/1997	Directed, LLC
CASKET BASKET	IC 009	2,051,479	4/8/1997	Polk Audio, LLC
The Clear Difference	IC 012	2,053,567	4/15/1997	Directed, LLC
Voice	IC 012	2,053,685	4/15/1997	Directed, LLC
Hornet	IC 006, 014, 021, 025	2,053,812	4/22/1997	Directed, LLC
Powerfield	IC 009	2,064,535	5/27/1997	Definitive Technology, LLC
DEI (Audio)	IC 009	2,120,755	12/16/1997	Directed, LLC
Snake Design	IC 012	2,126,969	1/6/1998	Directed, LLC
Viper	IC 009	2,139,385	2/24/1998	Directed, LLC
Python	IC 014, 021, 025	2,146,931	3/31/1998	Directed, LLC
POLK AUDIO	IC 009	2,163,217	6/9/1998	Polk Audio, Inc.

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
POLK	IC 009	2,190,498	9/22/1998	Polk Audio, Inc.
Promonitor	IC 009	2,196,591	10/13/1998	Definitive Technology, LLC
Snake Design (Sidewinder)	IC 025	2,197,007	10/20/1998	Directed, LLC
Prosub	IC 009	2,199,039	10/20/1998	Definitive Technology, LLC
Procinema	IC 009	2,208,125	12/8/1998	Definitive Technology, LLC
Python	IC 025	2,212,832	12/22/1998	Directed, LLC
Module Line Design 3	IC 012	2,218,081	1/19/1999	Directed, LLC
Module Line Design 1	IC 012	2,218,082	1/19/1999	Directed, LLC
Module Line Design 2	IC 012	2,218,083	1/19/1999	Directed, LLC
First Defense	IC 009, 012	2,229,191	3/2/1999	Directed, LLC
Procenter	IC 009	2,248,575	6/1/1999	Definitive Technology, LLC
Viper	IC 032 (Carbonated Beverage)	2,285,718	10/12/1999	Directed, LLC
NPC	IC 012	2,291,545	11/9/1999	Directed, LLC
Techsoft	IC 009	2,295,688	11/30/1999	Directed, LLC
Viper	IC 009	2,300,806	12/14/1999	Directed, LLC
Code-Hopping	IC 012	2,301,162	12/21/1999	Directed, LLC
Bitwriter	IC 009	2,301,471	12/21/1999	Directed, LLC
ESP	IC 012	2,315,849	2/8/2000	Directed, LLC
Viper (Minka)	IC 011	2,362,498	6/27/2000	Directed, LLC
Protower	IC 009	2,372,588	8/1/2000	Definitive Technology, LLC
Prostand	IC 009	2,377,279	8/15/2000	Definitive Technology, LLC
Hornet	IC 032	2,404,493	11/14/2000	Directed, LLC
Venom	IC 012	2,404,885	11/14/2000	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
THE SPEAKER SPECIALIST	IC 016	2,429,910	2/20/2001	Polk Audio, LLC
RM DIGITAL SOLUTION	IC 009	2,462,291	6/19/2001	Polk Audio, LLC
Ghost Switch	IC 012	2,464,066	6/26/2001	Directed, LLC
Ready Remote	IC 009	2,464,469	6/26/2001	Directed, LLC
Quality by Design F/X	IC 012	2,474,938	8/7/2001	Directed, LLC
Python	IC 009	2,482,379	8/28/2001	Polk Audio, LLC
ATRIUM	IC 028	2,513,804	12/4/2001	Directed, LLC
Powermonitor	IC 009	2,629,187	10/1/2002	Polk Audio, LLC
	IC 009	2,644,027	10/29/2002	Definitive Technology, LLC
Design Tech	IC 009, 011	2,685,731	2/11/2003	Directed, LLC
Def Tech	IC 009	2,734,196	7/8/2003	Definitive Technology, LLC
DIRECTED	IC 009	2,740,977	7/29/2003	Directed, LLC
Studiocinema	IC 009	2,744,215	7/29/2003	Definitive Technology, LLC
RESPONDER	IC 012	2,745,317	7/29/2003	Directed, LLC
Mythos	IC 009	2,775,128	10/21/2003	Definitive Technology, LLC
Supertower	IC 009	2,776,646	10/21/2003	Definitive Technology, LLC
ACOUSTIC RESONANCE CONTROL	IC 009	2,779,730	11/4/2003	Polk Audio, LLC
DRIVEN TO EXCEL	IC 009, 012	2,780,131	11/4/2003	Directed, LLC
THE POLK PERFORMANCE ADVANTAGE	IC 009	2,809,013	1/27/2004	Polk Audio, LLC
Plasma Solution	IC 009	2,818,164	2/24/2004	Definitive Technology, LLC
Smart Entry	IC 009	2,823,010	3/16/2004	Directed, LLC
CLIFFORD (GPS)	IC 009	2,838,757	5/4/2004	Directed, LLC
AUTOMATE (GPS)	IC 009	2,838,758	5/4/2004	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
Supercube	IC 009	2,840,669	5/11/2004	Definitive Technology, LLC
DIRECTED	IC 009	2,868,242	8/3/2004	Directed, LLC
Venom	IC 009	2,887,768	9/21/2004	Directed, LLC
POLK	IC 009	2,888,137	9/28/2004	Polk Audio, LLC
POLK AUDIO (STYLIZED)	IC 009	2,888,138	9/28/2004	Polk Audio, LLC
VIPER	IC 009, 042	2,889,487	9/28/2004	Directed, LLC
MATRIX	IC 012	2,895,057	10/19/2004	Directed, LLC
PYTHON	IC 009	2,895,459	10/19/2004	Directed, LLC
DIRECTED	IC 025	2,903,453	11/16/2004	Directed, LLC
DIRECTED	IC 009	2,905,106	11/23/2004	Directed, LLC
Valet	IC 012	2,922,879	2/1/2005	Directed, LLC
WIZARD	IC 009	2,973,952	7/19/2005	Directed, LLC
Directed Graphite	IC 009	2,974,191	7/19/2005	Directed, LLC
POWER PORT	IC 009	2,991,983	9/6/2005	Polk Audio, LLC
SUPERSYSTEM	IC 009	2,993,985	9/13/2005	Definitive Technology, LLC
Viper	IC 009, 035	3,000,663	9/27/2005	Directed, LLC
VIPER & design (Xenotech)	IC 009	3,086,979	5/2/2006	Directed, LLC
The Snake Pit	IC 041	3,088,555	5/2/2006	Directed, LLC
Get The Sound	IC 009	3,101,246	6/6/2006	Definitive Technology, LLC
Myrthos Solo	IC 009	3,110,404	6/27/2006	Definitive Technology, LLC
SURROUNDBAR	IC 009	3,129,167	8/15/2006	Polk Audio, LLC
I-Sonic	IC 009	3,175,609	11/21/2006	Polk Audio, LLC
Viper	IC 028	3,190,889	1/2/2007	Directed, LLC
SDA	IC 009	3,226,966	4/10/2007	Polk Audio, LLC
MIDOCK (STYLIZED)	IC 009	3,254,304	06/19/2007	Polk Audio, LLC
Directechs.com	IC042	3,261,056	7/10/2007	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
Viper (Assignment from A.C.E)	IC 009-welding helmets	3,276,251	8/7/2007	Directed, LLC
The Snake Pit	IC 025	3,285,675	8/28/2007	Directed, LLC
Soloist	IC 009	3,289,115	9/4/2007	Directed, LLC
Directwire	IC042	3,293,622	9/18/2007	Directed, LLC
Venom SST	IC009	3,295,058	9/18/2007	Directed, LLC
Trinity Signature	IC 009	3,320,412	10/23/2007	Definitive Technology, LLC
HTRI	IC 041	3,402,543	3/25/2008	Definitive Technology, LLC
Directed	IC 016	3,406,805	4/1/2008	Directed, LLC
iSOLOIST	IC 009	3,410,097	4/8/2008	Directed, LLC
POLK AUDIO DESIGNS	IC 009	3,442,559	6/3/2008	Polk Audio, LLC
SPATIAL ARRAY	IC 009	3,477,732	7/29/2008	Definitive Technology, LLC
VIPER	IC 025	3,483,384	8/12/2008	Directed, LLC
POLK AUDIO	IC 009	3,533,922	11/18/2008	Polk Audio, LLC
SUPERCODE	IC 009 & 012	3,573,507	2/10/2009	Directed, LLC
SRT	IC 009	3,628,469	5/26/2009	Polk Audio, LLC
I-Sonic	IC 009	3,662,005	7/28/2009	Polk Audio, LLC
SURROUNDBAR SDA Instant Home Theater	IC 009	3,670,644	8/18/2009	Polk Audio, LLC
MM Polk Audio	IC 009	3,672,731	8/25/2009	Polk Audio, LLC
DISAPPEARING	IC 009	3,674,717	8/25/2009	Definitive Technology, LLC
POLK DIGITAL LOGIC	IC 009	3,680,677	9/8/2009	Polk Audio, LLC
Instant Home Theater	IC 009	3,702,905	10/27/2009	Polk Audio, LLC
SOLEX	IC 012	3,716,295	11/24/2009	Directed, LLC
Vinnie	IC 009	3,760,878	3/16/2010	Directed, LLC

Registered trademarks - ®	Class\$\$\$	Registration No.	Registered Date	Holder
Hitmaster	IC 009	3,804,793	6/15/2010	Polk Audio, LLC
CANMAX	IC 012	3,787,996	5/11/2010	Directed, LLC
I Sonic	IC 009	3,197,164	1/9/2007	Polk Audio, LLC
DIRECT LINK	IC 041	3,848,117	09/14/2010	Directed, LLC
SIGNATURE REFERENCE THEATER	IC 009	3,825,667	07/27/2010	Polk Audio, LLC
TIME LENS	IC 009	3,898,090	12/28/2010	Polk Audio, LLC
SURROUNDBAR ONE-STEP	IC 009	3,812,032	06/29/2010	Polk Audio, LLC
BLACKSTONE	IC 009	3,874,739	11/09/2010	Polk Audio, LLC
VANISHING	IC 009	3,958,675	05/10/2011	Polk Audio, LLC
XTR	IC 009	4,161,182	06/19/2012	Definitive Technology, LLC
BOOM (Punisher)	IC 025	3,987,227	6/28/2011	BOOM Movement LLC
BOOM (Stylized)	IC 009	3,991,204	7/5/2011	BOOM Movement LLC
BOOM (Punisher)	IC 025	3987227	6/28/2011	BOOM Movement LLC
BOOM (Stylized)	IC 009	3991204	7/5/2011	BOOM Movement LLC
Urchin	IC 009	4466582	1/14/2014	BOOM Movement LLC
Swimmer	IC 009	4478998	2/4/2014	BOOM Movement LLC
Spooners	IC 009	4414863	10/8/2013	BOOM Movement LLC
R4A	IC 009	4415544	10/8/2013	BOOM Movement LLC
Ready for Anything	IC 009	4411774	10/1/2013	BOOM Movement LLC

Registered trademarks - @	Class\$\$\$	Registration No.	Registered Date	Holder
BOOM Born On Original Motives	IC 009	4269750	1/1/2013	BOOM Movement LLC
BM	IC 025	3987227	6/28/2011	BOOM Movement LLC
BM	IC 009	3991204	7/5/2011	BOOM Movement LLC
BOOM Born ON Original Motives	IC 025	4053906	11/8/2011	BOOM Movement LLC
BM Born On Original Motives	IC 009	3987226	6/28/2011	BOOM Movement LLC
Solocinema Studio	IC 009	85875297		Definitive Technology, LLC
D. Definitive Technology	IC 009	4344001	5/28/2013	Definitive Technology, LLC
Solocinema XTR	IC 009	4280674	1/22/2013	Definitive Technology, LLC
XTR	IC 009	85455950	6/19/2012	Definitive Technology, LLC
I-Sonic	IC 009	77749285	1/15/2013	Polk Audio, LLC
Polk	IC 009	4351452	6/11/2013	Polk Audio, LLC
Polk (w/ heart design)	IC 009	4344046	5/28/2013	Polk Audio, LLC
Polk	IC 009	85650058	1/8/2013	Polk Audio, LLC
Polk Audio MM Mobile Monitor	IC 009	4171132	7/10/2012	Polk Audio, LLC
MM Polkaudio	IC 009	3672731	8/25/2009	Polk Audio, LLC
Sound Cylinder	IC 009	4326125	4/23/2013	Polk Audio, LLC
Sound Inspires	IC 009	4314116	4/2/2013	Polk Audio, LLC
Heart design	IC 009	4351511	6/11/2013	Polk Audio, LLC
Music	IC 009	4408364	9/24/2013	Polk Audio, LLC
Nue Era	IC 009	4460210	12/31/2013	Polk Audio, LLC
Hinge	IC 009	4456649	12/24/2013	Polk Audio, LLC
Nue Voe	IC 009	4456622	12/24/2013	Polk Audio, LLC

Registered trademarks - @	Class\$\$\$	Registration No.	Registered Date	Holder
Buckle	IC 009	4456621	12/24/2013	Polk Audio, LLC

2. TRADEMARK APPLICATIONS

Trademark	Class	Application Serial Number	Holder
Directed Smartstart	IC 009	77847070	Directed, LLC
VIPER	IC 009	77223077	Directed, LLC
VIPER	IC 009	77223088	Directed, LLC
VIPER	IC 009 and IC 012	77306648	Directed, LLC
VIPER	IC 005	77696121	Directed, LLC
VIPER	IC 009	77747117	Directed, LLC
I-Sonic	IC 009	77749285	Polk Audio, LLC
Clifford SmartStart	IC 009	77823893	Directed, LLC
Viper Smartstart	IC 009	77798847	Directed, LLC
PERFORMANCE STARTS HEAR	IC 009	85090635	Polk Audio, LLC
START YOUR CAR FROM VIRTUALLY ANYWHERE WITH YOUR SMARTPHONE	IC 009	85250749	Directed, LLC
SMARTSPOT	IC 009	85181696	Directed, LLC
VIPER	IC 039	85122728	Directed, LLC
SMARTSHARE	IC 039	85121654	Directed, LLC
VIPER MOTOR CLUB	IC 039	85099426	Directed, LLC
VIPER	IC 017	85077402	Directed, LLC
STREET URCHIN	IC 009	85789325	BOOM Movement LLC
WOODBOURNE	IC 009	85712582	Polk Audio, LLC
BELVEDERE	IC 009	85796884	Polk Audio, LLC
CAMDEN SQUARE	IC 009	85800205	Polk Audio, LLC

Trademark	Class	Application Serial Number	Holder
BOOM	IC 009	86092349	BOOM Movement LLC
BOOM Born On Original Motives Swap	IC 009	86106694	BOOM Movement LLC
Carmony		85955900	Directed, LLC
The Power of One	IC 009	4390624	Directed, LLC
Myautomate	IC 009	85879953	Directed, LLC
Polk Striker	IC 009	86188224	Polk Audio, LLC
Polk 4 Shot	IC 009	86027163	Polk Audio, LLC
Polk Hampden	IC 009	86098388	Polk Audio, LLC
Polk Smartbar	IC 009	85917378	Polk Audio, LLC
Polk NI	IC 009	85929251	Polk Audio, LLC
Sound United	IC 009	85738696	Polk Audio, LLC
Sports Bar	IC 009	86046977	Polk Audio, LLC
Polk Omni SB2	IC 009	86109947	Polk Audio, LLC
Omission	IC 009	86001271	Polk Audio, LLC
IBar	IC 009	85916889	Polk Audio, LLC
Cinesimple Subwoofer	IC 009	85904322	Polk Audio, LLC
Biltmore	IC 009	85816359	Polk Audio, LLC
XBar	IC 009	85859091	Polk Audio, LLC
Melee	IC 009	85958919	Polk Audio, LLC
DJ Stream	IC 009	85930738	Polk Audio, LLC
Coronado	IC 009	85958930	Polk Audio, LLC
NVolve	IC 009	85929265	Polk Audio, LLC
Cinemasimple Surroundbar	IC 009	85881607	Polk Audio, LLC
Strop	IC 009	85863536	Polk Audio, LLC
133T	IC 009	85929258	Polk Audio, LLC
Polk Xphones	IC 009	85902681	Polk Audio, LLC
Hampden	IC 009	85816105	Polk Audio, LLC
D. Definitive Technology A Symphony for One	IC 009	86137466	Definitive Technology, LLC

Trademark	Class	Application Serial Number	Holder
Definitive Legend	IC 009	86046454	Definitive Technology, LLC
Solocinema Matinee	IC 009	85874925	Definitive Technology, LLC
Solocinema 2	IC 009	85859069	Definitive Technology, LLC
Incline	IC 009	85869832	Definitive Technology, LLC
D. Definitive Technology Cube	IC 009	85885315	Definitive Technology, LLC
Mythos Legend	IC 009	85900149	Definitive Technology, LLC

3. IP LICENSES

Licenses In

Licensor	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
Apple Computer Inc.	Apple Connector License to DEI Headquarters, Inc.; royalty amount - 10% of revenues [†] Made for iPod License to Directed Electronics Inc.; royalty amount - \$4.00 per product sold; effective July 1 st , 2006 for "Power Only" products royalty was changed to \$1.00 per product sold [†]	Aug 17, 2005 Apr 20, 2006 Dec 22, 2009	Initial term of 2 years, will automatically renew for successive 1-year term if not terminated	Aug 17, 2007
Apple Computer Inc.	Made for iPod License - iPhone Supplement to Contracts #C56-06-00494 [†] Made for iPod License to Polk Audio, contract #C56-06-00616; royalty amount - \$4.00 per product sold; effective July 1 st , 2006 for	May 9, 2006 Jul 12, 2007 Mar 12, 2010		

Licensors	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
Apple Computer Inc.	<p>"Power Only" products royalty was changed to \$1.00 per product sold[†]</p> <p>Supplement to License Contract #C56-06-00616[†]</p> <p>Amendment #1 to License Contract #C56-06-00616[†]</p> <p>Made for Apple License to Definitive Technology; royalty amount - \$4.00 per product sold[†]</p> <p>Made for Apple License agreement Remote Control Supplement[†]</p> <p>Made for Apple License agreement iPhone/iPad Supplement[†]</p> <p>Made for Apple License agreement Power Only Supplement[†]</p>	<p>Feb 16, 2011</p> <p>Feb 16, 2011</p> <p>Feb 16, 2011</p> <p>Feb 16, 2011</p>	<p>Initial term of 2 years, will automatically renew for successive 1-year term if not terminated</p>	
Mitek Corporation [†]	Royalty bearing license where DEI is required to pay 1% of net invoiced price.	Aug 1, 2009	Until expiration of the licensed patent	
Omega Patent agreements for US and Canada [†]	Royalty bearing license where DEI is required to pay \$5 per unit for interface modules and \$2 per unit on "tracking" products.	May 15, 2007	Last to expire Patent	
Wavelock, LLC [†]	Cross-license related to technology developed by Directed Electronics, Inc.; no such technology developed to date	July 23, 2004	Last to expire Patent	
Acacetis License Agreement [†]	Exclusive license (in part)	Dec 19, 2008	Initial term of 3 years and	

Licensor	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
Eleven Engineering [†]			automatic annual renewals thereafter	
AC Delco Trademark License Agreement [†]		Dec 11, 2009	Initial term of 1 year with automatic annual renewals thereafter	
Audiovox cross-license and covenant non to sue [†]	Fully paid up cross-license	Nov 1, 1999		Jun 30, 2003
Audiovox License Agreement [†]	Agreed to mutual use of "Code-Hopping" trademark	Apr 2, 2010	Until expiration of the licensed patents	
Cardiovascular Systems trademark settlement [†]	Restriction Agreement for Cardiovascular System's use of VIPERWIRE.	Apr 22, 1999	No expiration	
Daimler Chrysler Trademark License Agreement [†]	Trademark to use Viper trademark	Aug 11, 2008	Terminates upon either party ceasing to use its respective marks for a consecutive period of 3 years	
Delco Electronics Corporation. (Delphi) [†]	Cross-license to use Viper trademark	Dec 4, 1992	Until the agreement is cancelled by both parties	
Microsoft Zune Accessory License [†]	Clifford Electronics	Nov 2, 1999	Expired	Sep 30, 2009
Momentum Data Systems Software & Circuit Design Technology License Agreement [†]		Mar 1, 2007	Initial term of 3 years; automatic annual renewal thereafter	
Toyota Motor Company [†]	Fully paid up cross-license	Jan 1, 2011		Jan 1, 2021
		Apr 28, 2004		N/A

* Except as expressly provided, all licenses are non-exclusive.

† Further information provided below:

1. Technology Assistance and Cross Licensing Agreement, dated November 2, 1999, by and between Delco Electronics Corporation and Clifford Electronics, Inc.
2. Transfer of Title and Trademark License Agreement, dated as of November 2, 2009, by and between DEI Holdings, Inc., DEI Headquarters, Inc. and Kato Denki, Inc. (Exclusive)
3. License Agreement, dated as of April 28, 2004, by and between Directed Electronics, Inc. and Toyota Motor Corporation and Fujitsu Ten Limited.
4. Cross License Agreement and Mutual Covenant Not to Sue, dated as of April 2, 2010, between DEI Holdings, Inc. and Audiovox Corporation.
5. License Agreement, dated as of April 22, 1999, between Directed Electronics, Inc. and Audiovox Corporation.
6. Master and Cross-License Agreement, dated May 12, 2007, by and between Omega Patents, L.L.C.; Omega Research and Development, Inc.; and Directed Electronics, Inc., as amended by that certain Amendment to Master and Cross-License Agreement, dated May 3, 2010.
7. Trademark Settlement Agreement, dated September 11, 2008, by and between Cardiovascular Systems and DEI Headquarters, Inc.
8. Settlement Agreement, dated as of December 4, 1992, by and between Chrysler Corporation and Directed Electronics, Inc.
9. Trademark License Agreement, dated as of December 4, 1992, between Directed Electronics, Inc. and Chrysler Corporation.

TRADEMARK

REEL: 005256 FRAME: 0371

10. License Agreement, dated as of May 5, 2010, by and between Polk Audio, Inc. and Zylux Acoustic Corp., providing for a non-exclusive, worldwide license to Zylux Acoustic Corp. to use Polk Trademarks.
11. Apple iPod Connector License, dated August 17, 2005, between DEI Headquarters, Inc. and Apple Computer, Inc.
12. iPod Technology Evaluation License and Confidentiality Agreement, dated as of February 21, 2006, by and between Apple Computer Inc. and Polk Audio, Inc.
13. Made for iPod License, dated April 20, 2006, by and between Apple Computer Inc. and Directed Electronics, Inc., as amended by that certain e-mail amendment, dated November 8, 2006, that certain Made for iPod License - Amendment #1 to the Use License, dated December 22, 2009, and that certain Made for iPod License - iPhone Supplement to Contract, dated December 22, 2009.
14. Made for iPod License, dated May 9, 2006, by and between Apple Computer Inc. and Polk Audio, Inc., as amended by that certain e-mail amendment, dated November 2, 2006, that certain Made for iPod Product Plan, dated November 6, 2006, that certain Made for iPod License - iPhone Supplement to Contract, dated July 12, 2007, and that certain Made for iPod License - Amendment #1 to the Use License, dated March 12, 2010.
15. Made for iPod License, dated February 16, 2011, by and between Apple Inc. and Definitive Technology, as supplemented by that certain Remote Control Supplement to Contract, dated February 16, 2011, that certain iPhone/iPad Supplement to Contract, dated February 16, 2011, and that certain Power Only Product Supplement to Contract, dated February 16, 2011.
16. License Agreement, dated as of December 19, 2008, between Acacetus, Inc. and Directed Electronics Canada, Inc.
17. Cecille General License Agreement, dated December 11, 2009, between Eleven Engineering Incorporated and Polk Audio, Inc.
18. Microsoft Zune Accessory License Agreement, dated as of March 1, 2007, by and between DEI Headquarters, Inc. and Microsoft Corporation.
19. Software & Circuit Design Technology License Agreement, dated as of January 1, 2011, by and between Momentum Data Systems and Definitive Technology.
20. License Agreement, dated as of July 21, 2004, by and between Directed Electronics and Fortin Auto Radio Inc., as amended by that certain Letter of Amendment to the License Agreement, dated June 6, 2005.
21. Vehicle Accessory Purchase Agreement, dated as of May 30, 2008, by Hyundai Auto Canada Corp. and Directed Electronics Canada, Inc. (o/a Autostart), as amended by that certain Vehicle Accessory Purchase Agreement Addendum, dated September 17, 2010, and that certain Letter Agreement, dated September 17, 2010.
22. Patent License Agreement, dated August 1, 2009, between Mitek Corporation and DEI Holdings, Inc..
23. License Agreement, dated July 23, 2004, by and between Directed Electronics, Inc. and WaveLock, LLC. (Exclusive (in part))
24. Trademark Assignment and License Agreement, dated May 18, 2010, by and between Jeremy Cowan dba Shmaltz Brewing Company and DEI Headquarters, Inc. (aka Directed Electronics) and that certain Undated Trademark License Back.
25. Letter Agreement dated October 4, 2006, by and between RH Lyon Corp. and Polk Audio, Inc.

Licenses Out

Licenses	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
3SI [†]	TM License	1-Sep-04		1-Sep-09 w/ auto 5 year renewals
Accelle Electronics Inc. [†]	Exclusive license			
Alpine Electronics, Inc.	Precision Group Clifford Electronics	31-Jul-03 19-May-92	Last to expire patent Fully paid up settlement - Last to expire patent	16-Sep-12 15-Oct-11
Applied Security Technologies, Inc. [†]	AST is delinquent and failing to make payment. DEI Holdings, Inc. has won a judgment and are attempting to collect.	1-Apr-03	Last to expire patent	16-Sep-12
Armour [†]	Distribution Agreement for UK.	30-Jun-08		31-Jul-09

Licensees	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
Clarion Corporation [†]	Clarion is a customer so does not pay the royalty unless they buy from another supplier	19-Mar-03	Last to expire patent	16-Sep-12
Crimestopper Security Products, Inc. [†]	Precision Group	31-Jul-03	Last to expire patent	16-Sep-12
David Levy Co. Inc. [†]	Precision Group	1-Jul-03	Last to expire patent	16-Sep-12
Delco Electronics Corporation (Delphi) [†]	Clifford Electronics	2-Nov-99	Expired	30-Sep-09
Kato Electronics [†]	TM License for Hornet in Japan	10-Oct-07		31-Dec-11
Firstech, LLC [†]	Exclusive license	24-Jun-08		N/A
Nikou Nikolaos & Co. [†]	TM License for Snake Pit in Greece	1-Jul-08	1 year, option to renew upon Directed's written approval	07-01-09, with option to renew upon Directed's written approval
Honda Motor Company [†]	Clifford Electronics	1-Jan-90		16-Mar-16
Honda Motor Company [†]	Clifford Electronics	22-Nov-99		4-Nov-14
Nissan Motor Company [†]	Clifford Electronics	30-Jan-97		16-Sep-12
Panther Electronics, Inc. [†]	Precision Group	12-Aug-03	Last to expire patent	
Pointe Concepts				
Precision Engineering Industries, Inc. [†]	Precision Group Exclusive license (in part)	28-Jul-03	Last to expire patent	16-Sep-12
Premier Instruments and Controls Limited (PRECOL) [†]	Technology Transfer Agreement	10-Sep-02	Expired	10-Sep-08
Right Connection, Inc. [†]	Precision Group	22-Jul-03	Last to expire patent	16-Sep-12
Robert Bosch GmbH [†]	Clifford Electronics	2-Jun-99	Last to expire patent	22-Jul-14
Suzuki Motor Company [†]		1-Jul-02	Last to expire patent	16-Sep-12
Toyota Motor Company [†]	Fully paid up cross-license	28-Apr-04		N/A
Audiovox Cross-License and Covenant Not to Sue [†]	Fully paid up cross-license	2-Apr-10	Until expiration of the licensed patents	
Audiovox License Agreement [†]	Agreed to mutual use of "Code-Hopping" trademark	22-Apr-99	No expiration	
Omega Patent agreements for US and Canada [†]	Royalty bearing license where DEI is required to pay \$5 per unit for interface modules and \$2 per unit on "tracking" products	15-May-07	Last to expire Patent	
Cardiovascular Systems trademark settlement [†]		11-Aug-08	Terminates upon either party ceasing to use its respective marks for a consecutive period of 3 years	

Licensees	Notes	Effective Dates	Expiration Criteria (if other than time based)	Expiration Date
Daimler Chrysler Trademark License Agreement [†]	Cross-license to use Viper trademark	4-Dec-92	Until the agreement is cancelled by both parties	
Dolphin Trademark License Agreement [†]		30-Nov-04	Expired	30-Nov-06
Isuzu Motors License Agreement [†]		1-Jul-04	Until the expiration of the last of the licensed patents	
Zylux License Agreement [†]	Zylux/Mitsubishi Polk trademark license	5-May-10	Until Approved Products covered under this agreement are sold to the market	

* Except as expressly provided, all licenses are non-exclusive.

† Further information provided below:

- License Agreement, dated as of July 31, 2003, by and between Directed Electronics, Inc. and Acele Electronics, Inc.
- License Agreement, dated as of April 1, 2003, by and between Directed Electronics, Inc. and Applied Security Technologies.
- International Distributor Agreement, dated June 30, 2008, between Directed Electronics and Armour Automotive, a division of Armour Group PLC, as amended by that certain International Distributor Agreement Addendum dated April 6, 2009.
- License Agreement, dated as of March 17, 2003, by and between Directed Electronics, Inc. and Clarion Corporation of America.
- License Agreement, dated as of July 31, 2003, by and between Directed Electronics, Inc. and Crimestopper Security Products, Inc.
- License Agreement, dated as of July 1, 2003, by and between Directed Electronics, Inc. and David Levy Co., Inc.
- Technology Assistance and Cross Licensing Agreement, dated November 2, 1999, by and between Delco Electronics Corporation and Clifford Electronics, Inc.
- Transfer of Title and Trademark License Agreement, dated as of November 2, 2009, by and between DEI Holdings, Inc., DEI Headquarters, Inc. and Kato Denki, Inc. (Exclusive)
- License Agreement, dated July 1, 2008, by and between DEI Headquarters, Inc. and Nikou Nikolaos & Co.
- License Agreement, dated January 1, 1991, by and between Ze'ev Drori and Honda Motor Co., Ltd.
- License Agreement, dated November 22, 1999, by and between Clifford Electronics, Inc. and Honda Motor Co., Ltd.
- Settlement Agreement, dated as of January 30, 1997, by and between Ze'ev Drori and Clifford Electronics, Inc. and Nissan Motor Co., Ltd; Nissan North America, Inc.; Nissan Motor Corporation in USA; Nissan Motor Manufacturing Corporation USA; and Santa Monica Nissan, Inc.
- License Agreement, dated as of August 12, 2003, by and between Directed Electronics, Inc. and Panther Electronics, Inc.
- License Agreement, dated as of July 28, 2003, by and between Directed Electronics, Inc. and Precision Engineering Industries, Inc.
- Technical Assistance and Intellectual Property License Agreement, dated September 10, 2002, by and between Directed Electronics, Inc. and Premier Instruments & Controls Limited. (Exclusive (in part))
- License Agreement, dated as of July 22, 2003, by and between Directed Electronics, Inc. and Right Connection Electronics, Inc.
- Patent-License Agreement, dated June 2, 1999, between Clifford Electronics, Inc. and Robert Bosch GmbH.
- License Agreement, dated as of July 1, 2002, by and between Directed Electronics, Inc. and Suzuki Motor Corporation.
- License Agreement, dated as of April 28, 2004, by and between Directed Electronics, Inc. and Toyota Motor Corporation and Fujitsu Ten Limited.
- Cross License Agreement and Mutual Covenant Not to Sue, dated as of April 2, 2010, between DEI Holdings, Inc. and Audiovox Corporation.
- License Agreement, dated as of April 22, 1999, between Directed Electronics, Inc. and Audiovox Corporation.
- Master and Cross-License Agreement, dated May 12, 2007, by and between Omega Patents, L.L.C.; Omega Research and Development, Inc.; and Directed Electronics, Inc., as amended by that certain Amendment to Master and Cross-License Agreement, dated May 3, 2010.
- Trademark Settlement Agreement, dated September 11, 2008, by and between Cardiovascular Systems and DEI Headquarters, Inc.
- Settlement Agreement, dated as of December 4, 1992, by and between Chrysler Corporation and Directed Electronics, Inc.
- Trademark License Agreement, dated as of December 4, 1992, between Directed Electronics, Inc. and Chrysler Corporation.

TRADEMARK

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26. Trademark License Agreement, dated November 30, 2004, by and between Directed Electronics and Dolphin Technologies, GmbH.
27. License Agreement, dated as of July 1, 2004, by and between Directed Electronics, Inc. and Isuzu Motors Limited.
28. Letter Agreement, dated April 19, 2006, from Directed Electronics, Inc. to Ultimate Sound, Inc., providing authorization to Ultimate Sound, Inc. to use certain marks.
29. Letter Agreement, dated October 29, 2007, from Directed Electronics, Inc. to Ultimate Sound, Inc., providing authorization to Ultimate Sound, Inc. to use certain marks.
30. Letter Agreement, dated July 26, 2004, from Directed Electronics, Inc. to Zylux Acoustic Corporation, providing authorization to Zylux Acoustic Corporation to use the Directed Electronics logo.
31. License Agreement, dated as of May 5, 2010, by and between Polk Audio, Inc. and Zylux Acoustic Corp., providing for a non-exclusive, worldwide license to Zylux Acoustic Corp. to use Polk Trademarks.
32. Non-Exclusive Covenant Not to Sue Agreement, dated June 24, 2008, between DEI Holdings, Inc. and its subsidiaries and affiliates and Firstech, LLC.
33. Trademark License Agreement, dated as of September 24, 2004, by and between DEI Headquarters, Inc. and Shmaltz Brewing Company. (Exclusive)
34. Trademark License Agreement, dated as of April 23, 2010, by and between DEI Headquarters, Inc. and Shmaltz Brewing Company.
35. Reference is made to the licenses, sublicenses or other agreements included in Contracts listed under (vii) on Schedule 3.9(a) under which DEI Holdings, Inc. or any of its Subsidiaries has granted rights to others in Company Intellectual Property Assets.