

FORM 8-A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

AUDIOVOX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

13-1964841

(State of incorporation or organization)

(I.R.S. Employer
Identification No.)

150 Marcus Blvd.
Hauppauge, New York

11788

(Address of principal executive offices)

(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class
to be so registered

Name of each exchange
on which each class
is to be registered

6 1/4% Convertible Subordinated Debentures Due 2001 American Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

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Exhibit Index on Page []

Item 1. Description of Securities to be Registered.

The description of the Audiovox Corporation's (the "Registrant") 6 1/4% Convertible Subordinated Debentures due 2001 (the "Debentures"), found under the caption of "Description of the Debentures" of the Prospectus filed as part of the Registrant's Registration Statement on Form S-3, Registration No. 33-53519, filed with the Securities and Exchange Commission on May 6, 1994, is incorporated herein by reference.

There is no established public trading market for the Debentures.

Item 2. Exhibits.

The Debentures are to be listed on the American Stock Exchange on which other securities of the Registrant are registered. Accordingly, the following exhibits required by Part I of the Instructions to the Exhibits are hereby duly filed.

- 1 Form of 6 1/4% Convertible Subordinated Debentures due 2001
- 2 Indenture, dated as of March 15, 1994, between Audiovox Corporation and Continental Stock Transfer & Trust Company, in respect of the 6 1/4% Convertible Subordinated Debentures due 2001 (incorporated by reference to Exhibit C of the Company's Current Report on Form 8-K dated March 15, 1994, File No. 1-9532).
- 3 Registration Rights Agreement, dated as of March 15, 1994,

among Audiovox Corporation,
Oppenheimer & Co., Inc.,
Furman Selz Incorporated and
Chemical Securities Inc.
(incorporated by reference to
Exhibit B of the Company's
Current Report on Form 8-K
dated March 15, 1994, File No.
1-9532).

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

AUDIOVOX CORPORATION

By: /s/ C. Michael Stoehr

Name: C. Michael Stoehr

Title: Chief Financial Officer

Dated: June 30, 1995

EXHIBIT INDEX

Exhibit -----	Description -----	Page -----
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[FORM OF DEBENTURE]

Audiovox Corporation

6 1/4% Convertible Subordinated Debenture due 2001

No. _____ \$ _____

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Audiovox Corporation, a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of _____ Dollars on March 15, 2001, and to pay interest thereon and any Liquidated Damages payable with respect thereto pursuant to Section 4 of the Registration Rights Agreement. Interest shall be paid from the date of the initial authentication of the Securities or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 15 and September 15 in each year, commencing September 15, 1994, at the rate of 6 1/4% per annum, until the principal thereof is paid or made available for payment in accordance with the provisions of the Indenture. The interest so payable, and punctually paid or duly provided for, on any

Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such Interest Payment Date, which shall be the February 28 or August 31 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid (with interest, to the extent that payment of such interest is lawful under applicable law, on such Defaulted Interest, at the same rate borne by this Security) to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or market on which the Securities may be listed or included for quotation, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture. Payment of the principal of (and premium, if any) and interest on this Security and any Liquidated Damages payable with respect thereto pursuant to Section 4 of the Registration Rights Agreement will be made at the office or agency of the Company maintained for that purpose, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that

 at the option of the Company payment of interest and any Liquidated Damages payable with respect thereto pursuant to Section 4 of the Registration Rights Agreement may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

AUDIOVOX CORPORATION

By: _____

Attest:

[Reverse of Security]

This Security is one of a duly authorized issue of Securities of the Company designated as its 6 1/4% Convertible Subordinated Debentures due 2001 (herein called the "Securities"), limited in aggregate principal amount to \$65,000,000 (except for such additional principal amounts, not to exceed \$9,750,000, of Securities issued to cover over-allotments in the offering of the Securities), issued and to be issued under an Indenture, dated as of March 15, 1994 (herein called the "Indenture"), between the Company and Continental Stock Transfer & Trust Company (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, the holders of Senior Indebtedness and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is entitled to the benefits of a Registration Rights Agreement dated March 15, 1994 by and among the Company, Oppenheimer & Co., Inc., Furman Selz Incorporated and Chemical Securities Inc.

Subject to and upon compliance with the provisions of the Indenture, the Holder of this Security is entitled, at his or her option, at any time on or before the close of business on March 15, 2001, or in case this Security or a portion hereof is called for redemption, then in respect of this Security or such portion hereof until and including, but (unless the Company defaults in making the payment due upon redemption) not after, the close of business on the Redemption Date, to convert this Security (or any portion of the principal amount hereof which is \$1,000 or an integral multiple thereof), at the principal amount hereof, or of such portion, into fully paid and non-assessable shares (calculated as to each conversion to the nearest 1/100 of a share) of Class A Common Stock of the Company at a conversion price equal to \$17.70 aggregate principal amount of Securities for each share of Class A Common Stock (or at the current adjusted conversion price if an adjustment has been made as provided in the Indenture) by surrender of this Security, duly endorsed or assigned to the Company or in blank, to the Company at its office or agency maintained for that purpose, accompanied by written notice to the Company that the Holder hereof elects to convert this Security, or if less than the entire principal amount hereof is to be converted, the portion hereof to be converted, and, in case such surrender shall be made during the period from the close of business on any Regular Record Date next preceding any Interest Payment Date to the opening of business on such Interest Payment Date (the "Interest Period"), also accompanied by payment in New York Clearing House Funds or other funds acceptable to the Company and the Trustee of an amount equal to the interest payable on such Interest Payment Date on the principal amount of this Security then being converted; provided that if this Security or a portion hereof has been called for redemption and, pursuant to Section 1201 of the Indenture, as a result of such

redemption the right to convert this Security terminates during the Interest Period, any such Securities surrendered for conversion during such Interest Period shall be accompanied by payment in New York Clearing House Funds or other funds acceptable to the Company and the Trustee of an amount equal to the difference of (i) the interest on the principal amount of such Securities payable on such Interest Payment Date less (ii) the amount of accrued interest on the principal amount of such Securities to but not including the date of conversion; and provided, further, that if such redemption is to occur on March 15, 1997, the holder of record of this Security as of the Regular Record Date next preceding March 15, 1997 shall be entitled to receive on such date the interest then payable on this Security without any requirement that this Security be accompanied by any payment contemplated by this sentence. Except as provided in the preceding sentence, no adjustment is to be made on conversion for interest accrued hereon or for dividends on the Class A Common Stock issued on conversion. No fractions of shares or scrip representing fractions of shares will be issued on conversion, but instead of any fractional interest the Company shall pay a cash adjustment as provided in the Indenture. The conversion price is subject to adjustment as provided in the Indenture. In addition, the Indenture provides that in case of certain consolidations or mergers to which the Company is a party or the transfer of all or substantially all of the assets of the Company, the Indenture shall be amended, without the consent of any Holders of Securities, so that this Security, if then outstanding, will be convertible thereafter, during the period this Security shall be convertible as specified above, only into the kind and amount of securities, cash and other property receivable upon the consolidation, merger or transfer by a holder of the number of shares of Class A Common Stock into which this Security might have been converted immediately prior to such consolidation, merger or transfer (assuming such holder of Class A Common Stock failed to exercise any rights of election and received per share the kind and amount received per share by holders of a plurality of non-electing shares).

The Securities are subject to redemption upon not less than 30 days' and not more than 60 days' notice by mail, at any time on or after March 15, 1997, as a whole or in part, at the election of the Company, at the Redemption Prices indicated below (expressed as percentages of the principal amount) if redeemed during the 12-month period beginning March 15 of the years indicated as follows:

Year ----	Redemption Price -----
1997	103.12%
1998	102.08%
1999	101.04%

and from March 15, 2000 (and at all times thereafter) at a Redemption Price equal to 100% of the principal amount thereof, together in the case of any redemption with accrued interest and Liquidated Damages (if any) to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.

In certain circumstances involving the occurrence of a Risk Event or Redemption Event (as those terms are defined in the Indenture), the Company will be required to purchase all or part of the Securities at 101% of their principal amount plus accrued interest, and in the case of a Risk Event, the Company has the option to pay all or a portion of the purchase price in shares of its Class A Common Stock as provided in the Indenture.

In the event of redemption or conversion of this Security in part only, a new Security or Securities for the unredeemed or unconverted portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The indebtedness evidenced by this Security is, to the extent provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness, and this Security is issued subject to the provisions of the Indenture with respect thereto. Each Holder of this Security, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his or her behalf to take such action as may be necessary or appropriate to effectuate the subordination so provided and (c) appoints the Trustee his or her attorney-in-fact for any and all such purposes.

If an Event of Default shall occur and be continuing, the principal of all the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company and the Trustee with the consent of the Holders of at least a majority in aggregate principal amount of the Securities at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all the Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding

upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed or to convert this Security as provided in the Indenture, or to pay the Purchase Price, if required to be paid pursuant to Article Fourteen of the Indenture, or to pay any Liquidated Damages, if required to be paid pursuant to Section 4 of the Registration Rights Agreement.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Securities, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities are exchangeable for a like aggregate principal amount of Securities of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be payable by a Holder for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security shall be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Trustee's Certificate of Authentication

This is one of the Securities referred to in the within-mentioned Indenture.

Continental Stock Transfer & Trust Company

By: _____
Authorized Signatory

Form of Conversion Notice

To Audiovox Corporation:

The undersigned owner of this Security hereby irrevocably exercises the option to convert this Security, or portion hereof (which is \$1,000 or an integral multiple thereof) below designated, into shares of Class A Common Stock of Audiovox Corporation, in accordance with the terms of the Indenture referred to in this Security, and directs that the certificate or certificates for the shares issuable and deliverable upon the conversion, bearing such legends as may be required by the terms of the Indenture, together with any check in payment for fractional shares and any Securities representing any unconverted principal amount hereof, be issued in the name of and delivered to the undersigned, unless a different name has been indicated below. If shares are to be issued in the name of a person other than the undersigned, the undersigned will pay any transfer taxes or other government charge payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Security.

Principal Amount to be converted (in an integral multiple of \$1,000, if less than all):

\$ _____

FILL IN FOR REGISTRATION OF SHARES:

Name

Address

Please print name and address (including zip code)

Please Insert Social Security or
Other Taxpayer Identification
Number

Dated: _____

Signature: _____

(must conform in all respects to
name of Holder appearing on
face hereof)

Signature must be guaranteed by a
member of an accepted medallion guarantee
program if shares of Class A Common Stock
are to be issued, or Securities to be
delivered, other than to and in the
name of the registered Holder.

Signature Guarantee

Fill in for registration of shares of Class A Common Stock and
Securities if to be issued otherwise than to the Holder:

(Name)

Social Security or other
Taxpayer Identification Number:

(Name)

Please print name and address
(including zip code)