

10-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		<p>102576703</p>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <u>10-1403</u> Klipsch, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Klipsch, LLC</u> Internal Address: <u>Suite 200</u> Street Address: <u>3502 Woodview Trace</u> City: <u>Indianapolis</u> State: <u>IN</u> Zip: <u>46268</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Indiana</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>8-28-1997</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,268,056</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel L. Boots, Esquire</u> Internal Address: <u>2700 Market Tower</u> <u>10/16/2003 EC00PER 00000069 2268056</u> <u>01 FC:8521</u> <u>40.00 OF</u> Street Address: <u>10 West Market Street</u> City: <u>Indianapolis</u> State: <u>IN</u> Zip: <u>46204</u>		6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0410</u>	
DO NOT USE THIS SPACE			
9. Signature C. <u>John Brannon, Esquire</u> Name of Person Signing		 Signature <u>September 30, 2003</u> Date Total number of pages including cover sheet, attachments, and document: 2	

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

**BILL OF SALE AND ASSIGNMENT
OF LIABILITIES AND CONTRACTS**

This AGREEMENT, is made as of the 28th day of August, 1997,
by and between Klipsch, Inc., an Arkansas corporation ("KI") and Klipsch, L.L.C., an
Indiana limited liability company ("KLLC").

WHEREAS, KI is a wholly-owned subsidiary of KLLC;

WHEREAS, KI desires to liquidate all of its assets and liabilities into KLLC;

NOW, THEREFORE, for good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the parties agree as follows:

1. KI hereby transfers and assigns all of its assets; including, but not limited to, real property, personal property, intellectual property, intangible property, equipment, furniture, inventory, accounts receivable, fixtures, trademarks, patents, service marks, trademark applications, patent applications, trademark applications, service mark applications, vehicles, freight claims, insurance claims, causes of action, prepaid items, real estate, buildings, supplies, note receivables, business records, and all other assets used in connection with KI's business.
2. KI hereby assigns and KLLC hereby assumes all of KI's liabilities; including but not limited to, indebtedness to NBD Bank, indebtedness pursuant to an Arkansas Development Finance Authority bond issue, contracts, leases, purchase orders, accounts payable, taxes, debentures and all other instruments of indebtedness.
3. KI and KLLC each agree to execute any further documents or instruments necessary to complete the transfer of the assets and liabilities of KI to KLLC.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be
duly executed as of the date first above written.

KLIPSCH, INC.

KLIPSCH, L.L.C.

By: Fred S. Klipsch
Fred S. Klipsch,
Chairman

By: Fred S. Klipsch
Fred S. Klipsch,
President