TH

3	)

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/200
R

U.S./DEPARTMENT OF COMMERCE inited States Patent and Trademark Office

10/22/04

To the Director of the U. S. Patent and 10287	3244 uments or the new address(es) below.
Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached? No Name:  Merrill Lynch Business Financial  Internal Services, Inc.  Street Address: 222 North LaSalle Street  City: Chicago  State: IL  Country: USA Zip: 60601
ixecution Date(s) September 25, 2003  dditional names of conveying parties attached? Yes X No	Association Citizenship
. Nature of conveyance:  Assignment Merger Security Agreement Change of Name OtherCorrection of Error	Limited Partnership Citizenship  X Corporation Citizenship Delaware  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes No (Designations must be a separate document from assignment)
A. Application number(s) or registration number(s) and A. Trademark Application No.(s) $\frac{74/685,460}{75/932,159} = \frac{76/122,175}{76/176,622}$ C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s)  Additional sheet(s) attached? X Yes No
i. Name & address of party to whom correspondence concerning document should be mailed: lame: Tracy-Gene G. Durkin	6. Total number of applications and registrations involved:
nternal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00  X Authorized to be charged by credit card
treet Address: 1100 New York Avenue, NW	Authorized to be charged to deposit account  Enclosed
City: Washington  State: DC Zip: 20005  Chone Number: 202 371 2600  Eax Number: 202 371 2540	8. Payment Information:  a. Credit Card Last 4 Numbers 1005 Expiration Date 08/2005  b. Deposit Account Number  Authorized User Name
D. Signature:  Tracy-Gene G. Durkin  Name of Person Signing	October 21, 2004 Date Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2004 ECDOPER 00000007 74685460

01 FC:8521

PC:8522

40.00 OP

#### Continuation of Recordation Form Cover Sheet (Form PTO-1594)

# Continuation of Item 4: Additional Trademark Application Nos: 76/176621 76/247843 73/117659 74/619362 74/696817 75/549682 75/549683 73/404332 74/696819 75/129394, 75/259287 73/406935 74/696818 74/258747 73/538068 75/197772 75/597479 74/614102 75/211617 75/252715 73/404331 325423v1

16-17-03	7-2003 /
Form PTO-1594 RE( (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.
1. Name of conveying party(ies):  Britannia Investment Corporation (f/k/a  Polk Investment Corporation)  Individual(s) Association  General Partnership Limited Partnership  Corporation-State of Delaware  Other Delaware  Other Merger  Assignment Merger  Security Agreement Change of Name  Other Execution Date: 09/25/2003  4. Application number(s) or registration number(s):  A. Trademark Application No.(s) 74/685,460	2. Name and address of receiving party(ies)  Name: Merrill Lynch Business Financial Services Inc.  Internal Address: Street Address: 222 North LaSalle Street  City: Chicago State: IL Zip: 60601  Individual(a) citizenship Association
75/932,159 76/122,175 76/176,622  Additional number(s) at	
Name and address of party to whom correspondence concerning document should be malled:     Name: Mark S. Rattner, Esq.	6. Total number of applications and registrations involved:
Law Firm: International Riker, Danzig, Scherer, Hyland & Perretti LLP	7. Total fee (37 CFR 3.41)
Street Address: One Speedwell Avenue, P.O. Box  1981  City: Morristown State: NJ Zip.07962-1981	8. Deposit account number: 500444
	THIS SPACE
9 Signature \$100.00 30 Mark'S. Ratther	10/15/2003 ignature 30 Date

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

# Recordation Form Cover Sheet (Trademarks)

# Conveying Party: Britannia Investment Corporation (f/k/a Polk Investment Corporation) Receiving Party: Merrill Lynch Business Financial Services Inc.

#### Continuation of Item 4:

#### **Additional Trademark Application Numbers:**

76/176,621

76/247,843

73/117,659

74/619.362

74/696,817

75/549,682

75/549,683

73/404,332

74/696,819

75/129,394

75/259,287

73/406,935

74/696,818

74/258,747

73/538,068

75/197,772

75/597,479

74/614,102

75/211,617

75/252,715

73/404,331

3354829.01

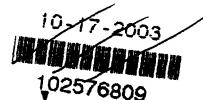
10/15/03

TRADEMARK
REEL: 002846 FRAME: 0092

TRADEMARK

16-17-03

Form PTO-1594 RE( (Rev. 10:02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings ⇒ ⇒ ▼  1025	76809 <u>v v</u>
To the Honorable Commissioner of Patents and Trademarks: P	
1. Name of conveying party(ies):  Britannia Investment Corporation (f/k/a Polk Investment Corporation)  Individual(s) Association  General Partnership Limited Partnership  Corporation-State of Delaware Other Delaware  Additional name(s) of conveying party(ies) attached? Yes No  Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other  Execution Date: 09/25/2003	2. Name and address of receiving party(ies)  Name:Merrill Lynch Business Financial Services Inc.  Internal Address:
A. Trademark Application No.(s) 74/685,460 75/932,159 76/122,175 76/176,622	B. Trademark Registration No.(s)
Additional number(s) at	
Name and address of party to whom correspondence concerning document should be mailed:     Name:Mark S. Rattner, Esq	6. Total number of applications and registrations involved:
Law Firm: International Riker, Danzig, Scherer, Hyland	7. Total fee (37 CFR 3.41)
& Perretti LLP	Enclosed  Authorized to be charged to deposit account
Street Address: One Speedwell Avenue, P.O. Box	8. Deposit account number: 500444
City: Morristown State: NJ Zip.07962-1981	THIS SPACE
9. Signature.	
Mark's Plattner	10/15/2003
, ,	Signature Date

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

# Recordation Form Cover Sheet (Trademarks)

# Conveying Party: Britannia Investment Corporation (f/k/a Polk Investment Corporation) Receiving Party: Merrill Lynch Business Financial Services Inc.

#### **Continuation of Item 4:**

#### Additional Trademark Application Numbers:

76/176,621

76/247,843

73/117,659

74/619,362

74/696,817

75/549,682

75/549,683

73/404,332

74/696,819

75/129,394

75/259,287

73/406,935

74/696,818

74/258,747

73/538,068

75/197,772

75/597,479

74/614.102

75/211,617

75/252,715

73/404,331

3354829.01

10/15/03

TRADEMARK REEL: 002846 FRAME: 0092

this COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is de this [24th] day of September, 2003, by BRITANNIA INVESTMENT CORPORATION rmerly known as Polk Investment Corporation), a corporation of the State of Delaware having principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"), favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at 2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

#### RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the ents and Trademarks (as each is defined below); and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or ter financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and curity Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically fined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, signor has granted to MLBFS a security interest in (a) the patents, patent applications and cent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the signor hereby represents is a correct and complete list of patents, patent applications and cent licenses in which it has any beneficial interest, as of the date hereof and:

all other extant letters patent of the United States or any other country or (i) political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

3037.01

09/22/03

TRADEMARK REEL: 002846 FRAME: 0093

Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

- (b) the trademarks, trademark registrations and trademark applications set forth in Schedule II annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:
  - all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in Schedule II annexed hereto; (ii) each trademark license, including, without limitation, each trademark license listed in Schedule II annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule II annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in Schedule II annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

- 1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.
  - 2. Assignor's Covenants. The Assignor hereby agrees and covenants:

2

09/22/03

TRADEMARK REEL: 002846 FRAME: 0094

- (a) Validity: Actions. The Assignor has notified MLBFS in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.
- (b) Notification. The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.
- (c) <u>Filings</u>. With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.
- Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.
- (e) <u>Infringement, Misappropriation or Dilution</u>. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

3

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0095

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

- (f) <u>Validity</u>. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.
- 3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.
- 4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.
- 5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.
- (B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.
- 6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).
- 7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.
- 8. <u>Further Assurances</u>. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

4

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0096

5

09/22/03

TRADEMARK REEL: 002846 FRAME: 0097

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

**BRITANNIA INVESTMENT CORPORATION** 

Title: Executive Assistant

6

09/22/03

TRADEMARK **REEL: 002846 FRAME: 0098** 

**TRADEMARK** 

REEL: 002846 FRAME: 0099 *NAAMAGART* 

# PATENTS

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING	07/764,335	U.S.	09890.0200	ABANDONED
PAIRED FACE-TO-FACE DRIVERS				
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EPO	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION	4,759,066	U.S.	09890.0300	ISSUED
OF DIMENSIONAL SUB-SPEAKERS				
METHOD AND APPARATUS FOR	4,489,432	U.S.	09890.0400	EXPIRED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	1,198,683	CANADA	09890.0403	EXPIRED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	2529933	JAPAN	09890.0410	EXPIRED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	2,122,459	UNITED KINGDOM	09890.0421	ISSUED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				

**TRADEMARK** 

# REEL: 002846 FRAME: 0100

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB-	4,924,963	U.S.	09890.0500	EXPIRED
FOR INSTALL ATION IN				
STRUCTURAL PARTITIONS				
A COMPACT AND EFFICIENT SUB-	2,002,593-0	CANADA	09890.0503	ABANDONED
WOOFER SYSTEM AND METHOD				
FOR INSTALLATION IN				
STRUCTURAL PARTITIONS				
A COMPACT AND EFFICIENT SUB-	89250128.9	EPO	09890.0505	ABANDONED
WOOFER SYSTEM AND METHOD				
FOR INSTALLATION IN				
STRUCTURAL PARTITIONS				
A COMPACT AND EFFICIENT SUB-	2-911	JAPAN	09890.0510	ABANDONED
WOOFER STSTEM AND METHOD				
FOR INSTALLATION IN				
STRUCTURAL PARTITIONS				
METHOD AND APPARATUS FOR	4,569,074	U.S.	09890.1700	ISSUED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	P3519644.0-09	GERMANY	09890.1707	ISSUED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	4,497,064	U.S.	09890.1800	EXPIRED
REPRODUCING SOUND HAVING AN				
EXPANDED ACOUSTIC IMAGE				
METHOD AND APPARATUS FOR	1,195,933	CANADA	09890.1803	EXPIRED
REPRODUCING SOUND HAVING AN			-	
EXPANDED ACOUSTIC IMAGE				
METHOD AND APPARATUS FOR	2128059	UNITED KINGDOM	09890.1821	ISSUED
REPRODUCING SOUND HAVING AN				
EXPANDED ACOUSTIC IMAGE				

# KEEL: 002846 FRAME: 0101

	TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	SULVIS
	METHOD AND APPARATUS FOR	4,630,298	U.S.	09890.1900	ISSUED
	REALISTIC AMBIENT FIELD AND				
	COUSTIC IMAGE				
	A COMPACT AND EFFICIENT SUB-	4,903,300	U.S.	09890.2500	ABANDONED
	WOOFER SYSTEM AND METHOD				
	FOR INSTALLATION IN				
	STRUCTURAL PARTITIONS				
	SUB-WOOFER SYSTEM USING A	4,350,847	U.S.	09890.2600	EXPIRED
	PASSIVE RADIATOR				
	OPTIMIZED LOW FREQUENCY	4,638,505	U.S.	09890.2700	ISSUED
	RESPONSE OF LOUDSPEAKER				
	SYSTEMS HAVING MAIN AND SUB-				
	SPEAKERS				
	TWEETER SPEAKER FOR THE	07/856,944	U.S.	09890.3200	ABANDONED
	TWEETER COE AVEN FOR THE	20/01/2/2		00000 2217	ADAMONTO A
	MM3000			1	
	TWEETER SPEAKER FOR THE	29/028,239	U.S.	09890.3257	ABANDONED
	MM3000				
	PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890.3700	ABANDONED
	PORTED LOUDSPEAKER SYSTEM	2,198,113	CANADA	09890.3703	ISSUED
	AND METHOD WITH REDUCED AIR TURBULENCE				
	PORTED LOUDSPEAKER SYSTEM	95930898.2	EPO	09890.3705	PENDING
-	AND METHOD WITH REDUCED AIR TURBULENCE				
	PORTED LOUDSPEAKER SYSTEM	98105627.3	Hong Kong	09890.3708	PENDING
	AND METHOD WITH REDUCED AIR TURBULENCE				
	PORTED LOUDSPEAKER SYSTEM  AND METHOD WITH REDICED AIR	8-508269	JAPAN	09890.3710	ISSUED
	TURBULENCE				

TRADEMARK

# TRADEMARK REEL: 002846 FRAME: 0102

	09890.4674	PHILIPPINES	1-2000-00019	IMPROVED LOUDSPEAKER
	0/0/0:1020	TOWN.	87-100033	MOUNTING SYSTEM
REGISTERED	00800 4620	TARWAN	35000100	MOUNTING SYSTEM
COMPLETE	09890.4616	PCT	PCT/US99/31244	IMPROVED LOUDSPEAKER
		ţ	00114,001	MOUNTING SYSTEM
ABANDONED	09890.4600	211	60/114 601	BRACKET
SURRENDERED	09890.4200	U.S.	5,730,409	AUDIO SPEAKER WITH INTEGRAL
				LOUDSPEAKER
PENDING	09890.4116	PCT	PCT/US96/13636	IMPROVED BASS-REFLEX
				LOUDSPEAKER
ISSUED	09890.4100	U.S.	5,696,357	IMPROVED BASS-REFLEX
				AND METHOD
ISSUED	09890.3736	U.S.	5,809,154	PORTED LOUDSPEAKER SYSTEM
				TURBULENCE
				AND METHOD WITH REDUCED AIR
PENDING	09890.3734	CHINA	95195235.8	PORTED LOUDSPEAKER SYSTEM
				TURBULENCE
	•			AND METHOD WITH REDUCED AIR
ISSUED	09890.3728	BRAZIL	PI 9508771-0	PORTED LOUDSPEAKER SYSTEM
				TURBULENCE
				AND METHOD WITH REDUCED AIR
ISSUED	09890.3717	U.S.	5,517,573 (CIP of 08/177,080)	PORTED LOUDSPEAKER SYSTEM
				TURBULENCE
				AND METHOD WITH REDUCED AIR
COMPLETE	09890.3716	PCT	PCT/US95/10664	PORTED LOUDSPEAKER SYSTEM
CE STATUS	S&W REFERENCE	COUNTRY	APP. NO./SER. NO./REG. NO.	TITLE

### REEL: 002846 FRAME: 0103

427683.3

LOUDSPEAKER LOUDSPEAKER TITLE SPEAKER WITH STAND SPEAKER **RUBBER EDGE SURROUND** VEHICLE SPEAKER LOUDSPEAKER OUDSPEAKER LOUDSPEAKER 80025 M 9606687.3 Des. 351,839 2058415 AND 2058416 Des. 384,353 Des. 357,480 Des. 351,388 Des. 350,135 Des. 387,058 APP. NO/SER. NO/REG. NO. U.S. U.S. U.S. COUNTRY U.S. (divisional) GERMANY CANADA U.S. UNITED KINGDOM S&W REFERENCE 09890.0700 09890.4307 09890.4300 09890.4317 09890.4303 09890.3500 09890.1000 09890.4321 09890.0800 STATUS ISSUED EXPIRED ISSUED ISSUED ISSUED ISSUED ABANDONED ISSUED ABANDONED

DESIGN PATENTS

Status as of May 19, 2003

REEL: 002846 FRAME: 0104 **TRADEMARK** 

September 17, 2003 SEGE\_DC1\_17924\_1.DOC

DECEMBER 5991

BOSONE

1865.078GB00

2000NE

1965.078DB#0

B080N

JB65.E77BCA00

BOSON

1865.073E5340

BOSONE

Britania Irrestore Carponia

12/06/2015

12/07/2015

05/31/2006

Briannia irrespons Coperation

Britagais brestandes Carporation

sudio inadeposters and electronic components, seemely, simplifiers, functs, receivers, and assists and depthil recording and playteach components

Section 8 and 9 Affidavit of Use and Application for Reserval due (1/12/2006

Page 1 of 13

Alterdorad Application Regionation Altandered Application Application 0 us ş Š. New Zealand a 7 Z 396210856 20085543477 74685,460 • ı 1207/1995 9461/9459 120771995 06/07/1995 1 21085963 2016513 254,704 269,927 200554947 03/20/1997 11/12/1996 13/22/1996 0927/1996 ı 1 Ţ

Britania investment Corporation

1

1665\_\_CTO

1865.\_\_CAJIO

1865\_\_\_AU00

凸

1865.\_\_NZ00

1965.0790000

FOSONE

In the Name of Britannia investment Corporation U.S. and International Trademark Portfolio

1865 0000

S.

75/100,989

05/08/1996 2,971,549

06/17/97

aulio Indepenhes and electronic components, assurby, amplifiers, tunces, receivers, and making and digital receiving and phythesis components

11/14/2006

721 339

11/4/1996

0451780

Britania Investor Carperation

Brimes Investors Corporation

1

ı

#### **TRADEMARK**

SKOF DCI 17924 1.DOC

Page 2 of 13

	auto equerant, medy, specient, leadingsaint, sade somion, including audio reference somion, locate thesis speaken, reference thesior speaken, reference thesion and parts and accessorate therefor	Organia Incissora	PENDONG Published 01/07/2001.			1306/2000	76/176.621	us.	Application	THE POLK PERFORMANCE ADVANTAGE	1865 0230000
Sec. 1 & 15 due 1001:2004 (raw bur 0-401:2005) Sec. 1 & 9 due 1001:2012 (raw bur 0-401:7011).	autho equipment, mately, indoor and 9 collision loading-salers	Britanai Irretment Coperation	Registered	10/01/2002	3629187	12/06/2000	74/76,622	ns.	Regustration	ATROM	1865 0220000
ı	as-lise retail store pervices featuring made optophenet, naturby, speakers, lendaymalars, audie members, meleding audie extraoor members, home treater speakers, reference thester speakers, sub-mediers, company speakers, sub-mediers, company speakers, meltimodis speakers, automobile speakers, and parts and accessories therefor	Britana Inspirant Carparation	Abundance Application	٠.	1	16/19/2000	76/149,595	บร	Application		1865 0130000
Renewi due 03/16/2011	audic equipment, namely, speakers	Brissonia Investment Corporation	Registered	0524/2002	SSECTIFE	10,91/60	2113355	cıc	Regutation	FX	1865 011 (CTC0
Sec. 8 d 15 due 04/24/2007 (seat bar 02/24/2008) Sec. 8 d 9 due 04/24/21(1 (seat bar 03/24/24(12)	autho equipment, audio experiment, namely, speakers	Brisson brestners Corporates	Agricand	36/25/2001	142379	C #85/2000	*រដ្ឋាភ	Sn	Regulation	PX	1865 61 10000
Sec 8 27,002 08/20/ Sec 8 03/20/ (sea b	preted mater, utwely, newstaters on 16 the legac of audio equipment	Brismin Irrestment Corporation	Repland	02/26/2001	2,429,910	03/02/2000	75932,199	es .	Registration	THE SPEAKER SPECIALIST	1865 00 50000
and the second	Marie de la Companya										

September 17, 2003 SECOF\_DC1\_179244\_1.DOC

Page 3 of 13

05/21/2006	•	auda inudapankers	Bringsais Inventuras Cosporation	Regiment	09/24/1996	142666	062H199H	94059719	O .	Registratos	agrateaged	1965.035CN00
12/19/2012	3	budgenlari	Britansis languages Copporation	Regulard	בשפוישוענו	274,654	1961/62/90	471,306	Canada	Regionale	dimeda	1865.035CA00
11/211/2004	•	budgeslors	Brimeria (programa Corporation	Regissered	11/29/1994	817305645	0607/1993	\$17305645	Brazil	Registry	pullacrafile	1865.035BR00
12/15/2003	•	budgeslars	Brimatica Investores Corporation	Regueered	\$561 K 1/K t	PLV100£1	12/13/1993	17001/TM	Bahraia	Reportation	dibracing	1545-035 <b>81</b> 400
10/29/2003	9	budspeakers	Brigania Inegenera Corporales	Registered -In the process of being reserved.	1206/1983 10/29/1993	1,066,701 Proceed: 1,483,155	07/28/1981 19/08/1993	1,291,578 reserved: 1,894,886	TUNGLY	Registration	dyna (pal)	1845.035ARD0
Reserval dus 5/10/2013	٠	budspeaton	Release Bressera Corporation	Regulated filed Re-registered filed IV1972001 and granted GV2072003	0\$/11/1993	17539	05/10/1993	New Re- registration No. 09376 (Cui No. 17539)	Netherlands Autübs	Registrates	Cappener (pag)	1865.035AN00
<b>08</b> /16/2004	. •	budgeskers	Brissess Investment Corporation	Regiment. Plane change recordizion is in progress. We woulk recire the Cortificate of Regimention suci it is completed.	04/20/1996	4430	0\$/17/1994	7500	Unaed Arab Emerates	Керитана	palhendib	1845 035AE00
See 8 & 9 due 06-08/2008 (stat bar 02/08/2009).	٠	budspeakers	Britamia Investment Carporation	Registered	05/05/1978	1,098,618	03/02/1977	659°211Æ2	Sn	Regionation	Ostbacocho	1865 0350000
Sec 8 & Sec 9 control des 06/25/2012 (see bar 12/25/2012)												
Sec. 8 & 15 due 06/23/2008 (year bar 12/25/2008,	•	audio equipment, audio e - cipment, namely, sponters and foudsycations	Primaria investoral Corperation	Regimend	<b>66/25/2002</b>	2594928	1002/22/10	76747,\$43	ง	Registration	BOTATING ELLIPTICAL LENS	00000€0 5981
1				を (で) (で) (1)								

#### REEL: 002846 FRAME: 0107 **TRADEMARK**

September 17, 2003 SKGF\_DC1\_179244\_1.DOC

05/20/2083	•	1	Brimesa (presonent Corporates	PENDLYC  Request to Amend the Deswing of the Mark to the open political version has been filled.			<b>6</b> 626/1993	8604	Oyun	Application	dinactive	1365 035QM00
			Corporation	- Garage	£15.13	WECKT	01/23/1993	93-23863	South Karea	Regueration	Outline	1865.0359C7000
OL:12:2004	_	ŀ	Printers beautiful									
02.21.2009	JP-11	Speakers	Sriturnia brestment Corporation	Regioned	02/21/1999	בווולשנ	926170010	069354/86	Ĭ	Regueration	dimetho	1865 035JPQ0
12/18/2003			Britansia livestmett Corporation	Registered	13/28/1993	953/1993	6630/1993	546/1993	Iceima	Ropstration	dismetleg	1\$65.0350500
			Britania irreptants Corporation	Pending			07/16/1992	377,165	T.	Аррікавоя	palbendio	1865 933000
06/11/2013	۰		Brizzon Irrestates Corporator	Registered	0221/1995	63432	0€1.e1.902	83432	le act	Registration	dismethed	1865.0350.00
0172572005	•		Britaness Investment Corporation	Regulared	C1/26/1995	7311064540157	07/26/1993	4722-93	Guatermala	Regierum	pallacuello	1865.0350700
C1:25/2010	•	round recording and reproducing apparatus; parts and fittings for all the storesand goods	Brignes Investment Corporation	Registered & reserved	04/15/1994	BISZSON	01/75/1993	1525070	Great Britain	Registration	pollsendbo	1865.035GB00
(6) a/2008	9	budspeakeri	Britages Investors Corporation	Registered & renewed	1561/1901 1461/11/60	1,067,062 receval reg. no 1,471,289	8861/51/90 8461/71/90	294,500 reacted apple 834,234	France	Registration	dynaetha	1865 935FR00
99/30/2008	9	toulspeakers	Brizania investment Corporation	Registered	0906/1978	985,369	09/06/1971	P25544/PWz	Germany	Regulation	dimedia	1845 035DE00
%40Z2007	•	loudopositers, automotifers, emphifiers, computer sound reproduct, on equipment, computer video terments, computer beyonetis, computer primeter, CD players, casestir players, servo surrandets, medicas, computer sound cards	Britannia Investment Corporation	Replaced	06/72/1999	008550319	06/02/1997	00059219	cre	Registration	ognested	1465 035CTC0
A Company	1 1 Sing 1	さんな 一次の	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									

**REEL: 003072 FRAME: 0212** 

**TRADEMARK** 

#### REEL: 002846 FRAME: 0108 **TRADEMARK**

06-04-2013	•	audia ly: Aspenders	Corporation	Registered (numered)	0606/1992	IE,708	06/06/1992	21,150	Branza	- noise de la	on property of	1865 034BND0
04-0:2008	•	auto spelors	Britania Investment Corporation	Regulated (Renewed)	SAGELS INCO	A540810	1661/10/10	360810	Australia	Registration	on purper libral	1865 036AU00
- <b> </b>	,	,	Britannia Investment Corporation	Regionered	07/1 T/1995	254 71	11/24/1994	20714	Vietum	Aspertion	pulsandh	1845.03.5VN00
09/2//2009	<del>                                     </del>	1	Britannia Investment Cosporation	Registered	09/24/1984	110864-F	1851/10/10	18/1189	Venezuela	Negianaos	pollsandh	1865-035VE00
. <b></b>	,	1	Brizenia Investment Corporation	Espired Not to be removed. A sew application for the word mark FOLK AUDIO has been filled in Saudi Arabia per chara's substructions.	07/11/1993	78961	11/11/1992	19299	Saudi Araba	Regueration	gallacustb	1863 0355.A00
11-04/2003		1	Britannia Investment Corporation	Registers:  -In the process of boing reasonal. Request to Annual the Drawing of the mark to the new cylized version of the mark is also being find	07/14/1995	HE621	EGELPOYIE	9006906	70 15:55 13:	Registrator	pathemate	1865 035RL'00
04272015	1	1	Britises hrestnert Coperace	Rapateré -le the process of bond concread. Reservai was originally the by April 27, 2000 Homeour, sauce the registration had not ignorel, the deadline was communid the registration retained.	06/25/2003	120164	<b>042</b> 7.1793	120104	Palastan	Application	palbandb	IRA GINPROP
92/08/2006	ı	1	Britanie Investrox Corporation	Registered	9661/30/20	9962.08	M61/E0/01	972346	Paurie	Registration	agmostad	1865.03 SPA00

**TRADEMARK** 

#### REEL: 002846 FRAME: 0109 **TRADEMARK**

September 17, 2003 SEGF\_DC1\_179244\_1 DOC

1865.036EC00 1865.03AFS00 1865.03/EC00 1865.936DK00 1865 036DE00 1865 03/CQ00 1865.036CN00 1865 03402.00 1865 036CH00 1865 036BXQU Office (Jacobs of mixing ordinate of the same of the sa **PRINCIPAL** - Constitution Consector | Company **Delivers Change Appropriate Grindly** Registration Regulation Boaclex ĭ Germany Ecuador 0 2 Ţ EDŞÇE 92 374,362 94059790 219,324 0736191 1529427 29347 97902/19**8**9 H. P40416/9wz 0610/1992 12191991 10241989 12/06/1990 01/26/1993 04/24/1994 09/04/1992 02/07/1990 10/23/1989 2 0(% 673 381,347 0472101 1529427 . . . 3203-72 72 M3567 01/31/1992 11/29/1991 1661/39/11 01/31/1994 1661/12/20 09/13/1990 12/16/1992 05/21/1996 Ingineral
-in the process of bring
sparwed. Registered Reserval Application Sted 13/16/2002 **TEMOUNC** Expired registration Registered Registered (renewed) Britgneja levostracti Cerponition Впанаца вписатитя Сопрогатога Britannia Investmen Corporation 1 ı ſ ı 01/31/2004 1216/2002 11/07/2009 12/31/2016 05/23/2004 000000 02/07/2010 ſ

Page 6 of 13

#### REEL: 002846 FRAME: 0110 **TRADEMARK**

September 17, 2003 SIGE\_DCI\_179244\_1.DOC

1865 036FR00 1865 036FR00	agmedian	Registration Registration	Finance Finance Great Breau	5471 <b>49</b>	10/23/1989 03/86/1998 10/23/1989	96614563 BL401144	03-05/1996	Expired registrates Registrat Registrat (tenneci)	Britzania Investment Coppertian  Britzania Investment Coppertian  Britzania Investment Coppertian	some a	ecording and reproducing section of the section of	9 recording and reproducing person and frança for all the st. perts and frança for all the st. all methodog at Class 9
	व्यूम्ब्याञ्च्यूक्त व्यूम्ब्यूक्त	Registration Registration	Great Breau Hong Kang	94999 1491148	10/24/1989	B1401148	10/25/1992	Repstered (rener	ह ह	Britantia in-estimati Corporazioni Britantia in-estimati Corporazioni	Britannia investment appendus Compension adversar adversar Compension adversar Compension adversaria compension adversaria adversari	Britanta investment social recording and reproducing Corporation apparatus; pers and if they's for all the aforesais, all recluded in Class 9  Britantia investment
1865 036HK00	ब्यूम्प्यस्तुच्य ब्यूम्प्यस्तुच्य	Aspstraton	Hong Kong Honduras	949458	02/05/1990 11/10/1994	8439092 63357	10/25/1992	Regulared (renewed) Regulared Per FA on 82/26/2862 no 'soomen tan' is due	F F F	F 5	T =	Britageis Investment Coppetition  Britageis Investment Coppetition  Grippetition
165 036ID00	Ordinacijao	Registration	indenesa	276,824	02/19/1990	276,824	07:01:1992	Renewed registration		n Britania Investment Corporation		
165.036TT00	व्यक्रियान्त्रीक	Regionation	Harty Value	25F72 C49	11471989	573345	00/13/1992	Registered (renewed)	•	d) Britanes Invettment Corperation		
1863.03GMY00	pall sending	Regulation	Malaysia	SEATEWY.	06611110	MA 90/00428	06/72/1993	Registered (renewed) Reserved 01/11/1997 Reserved Cartificate stand 09/29/2011 (rec*d 12/20/2011)	) (rec'd	Britania Investment 1997 Corpusation size	2	2
865.036NQ00	ordinarily o	Regulation	Narway	19.5208	10/23/1989	145192	85/ZV1991	Registered		Britania Investment Cosposition	Britagnia Inventment Competition	Britagnia Investment Competition
265 Q36NZD0	Ond Sentation	Reputation	New Zoskad	205437	0661/51/01	B205437	10/26/1993	(parent) passign)	<b>1</b>	med) Britansia Investment Corporation		
865.036PAG0	Outlandin	Registratuse	7200	94771	5661/K1/K0	מאבדוו	11/14/1996	Registered		Britagnia Investment Composition	Briggeis Investment Copposition	Briggies Investment Corporation

#### REEL: 002846 FRAME: 0111 **TRADEMARK**

Sec 8 & 15 du 08/31/2005 (sex ber 62/28/2006) Sec 8 & 9 due 08/31/2009 (sex bu 02/28/20(6))	*	amenging and conducting compositions werehing the initialization of consumer electronics products in vehicles	Britannia Investment Carporation	legistened	08/21/1999	2,274,498	0901.1998	73549,482	n S	Regulation	H.	145.939000
Sec. 8 & 15 do 1:/D4/2003 (see her 05/04/204) Sec. 8 & 9 dus 11/04/2007 (see her 05/04/2008)	· ·	tedpoles	P '-yasa lavestment L- <sub>p</sub> oznam	Regimend	11.0411997	2111,097	0743.1995	7488 <u>6</u> 817	us	Regulation	SPED MATCHING (filed as SPEED MATCH)	1965 0 390000
Sec 8 & 9 dar 0)/16/2006 (jent har 07/16/2006)	w	loudspeakers	Britania Investment Corporation	Legezout	01/14/1996	1,948,714	01/09/1995	74619,362	u.s	Registration	BIO SPEAKER SOUND WITHOUT THE BIO SPEAKER	186: 0370000
11:24:2004	•		Brizansia Investment Corporation	legismé	8561121120	17324	11/14/1994	נידוע	Vietnera	Regionation	क्यूक्राक्र्याक्र	1663.03671400
07/22/2001	۰		Brits.ais Investment Corporation	Regulared	88/27/1987	116784	07/22:1987	167399	Theired	Regulation	online day	1865.036TH00
02.10/2007	۰		Brigging lave stances Corporation	Lagistand	0893/1994	B1059/90	62/10/1990	\$-81059 <del>70</del>	Security	Registration	aginite (ba)	1995 SWG 1991
	•		Britanie Investment Corporation	Expand registration	2661/11/20	230234	1026/1989	\$\$101 <b>69</b>	Sweden	Registration:	<b>againetha</b>	1865 0 WS E00
10:1J/2005	•		Brause Investrace Corporation	Registered	10/13/1995	1415899	P66 ISBOT I	46720	Punguéy	Registrator	odinacija o	116: 036PY00
MEZEVIO CHEZ				Fitheresh year Affidave of Use due benvenn 0:/13/2007 and 0:/13/2008								<del></del>
Ambard of	•		Britana lavestrant Corporation	Registered Tensh Year Affidave of Use Filed 01/1 3/2003	266111.10	5194)	05:10:1990	7,863	Philippers	Regulation	व्यूम्पिक्युकेवी	00H49E0 5981
							T. WOKE.					

## TRADEMARK

1221/2012	•		Dringin breament Corporation	Registered (Renewed 0702/2002)	02/13/1995	\$2/11/273	12/21/1992	52(11)25	South Africa	Lagistation	POLX AUDIO	1865 643ZA\$0
	•		Primarie Produce Copporate	Perding			BLFR!!	78570	Standi Arzbio	Application	סונג אוסיס	1863 CHASCHO
03-12-2012	°		Butania Incatacta Corporation	Registered Orrificate of Renewal res'd 03/23/2003	08,04/1997	35996	03:12/1992	134953	Мехоо	Kapperson	POLIX AUDIO	LIAS DEJINOCO
08/91/2008	•		Butannia Investment Corporation	Reguland	1661:10/80	A360809	04/01/1991	360809	Australia	Registration	NOTE VIDA	1865.043AU00
Sec. 8 & 15 due 06/29/2004 (seat har 12/09/2004) Sec. 8 & 9 due 06/09/2008 (seat har 12/09/2008)	•	budgpeden:	Brismas Investment Corporation	Repaired	06/09/1998	2,63,217	9861:00.00	10C 62115.	c s	Regardion	מטשא אוסיי	1865 0430000
Sec 8.4.9 due 02/11/2007 (state bar 04/11/2007)	•	ou depositors	Briannis Investment Carporazios	Regissed Section 8 Declaration (field 02/1/1/000) Section 8 Declaration section and Declaration section of Acceptance on 04/9/2000 Notices of Acceptance reported 06/207/2003	02/11/1997	2,037,866	07.031995	74696,319	US	Legitribon	PERFORMANCE WITHOUT LIMITS	1865 0420000
Sec 8 & 9 due 01/17/2004 (stat he 07/17/2004)	۰	iudipales	Britannia Investment Corporation	Registered -Affer to legaritapire per diser? tentry client of er722/2003	01/17/1964	1,264,111	12/01/1942	73404_333	N.	Regueration	SDA I	1565 9410000
Sec 3 & 15 due 11/16/2005 (seat ber 05/16/2005) Sec 8 & 9 due 11/16/2009 (seat ber 05/16/2010)	٥	arranging and conducting competitionss arraying the agailtaign of consense electronics products in whitch	hismas brasenet Carporatios	Repeated	11/16/1999	1,97,603	090619980	75549,#3	us	Regulation		1865.0400000
	4											

# REEL: 002846 FRAME: 0413

~											
1165 945FA00	1865 OPSIPOO	1865 045H7400	1865 045CN00	1865 044VNB0	1365 944FR00	1865 044EG00	1865.044BN00	1865.0AAAU00	1865 944ATO0	1865 0440000	
ध्याज्य	polls	polls	विजी	NOLK	POLK	POLK	POLK	POLK	POLK	NIO	
Regustration	Aggierraco	Regueration	Registration	Regulation	Legistration	Registration	Registration	Registration	Registration	Registration	
Partoni	neget.	Honduras	Overa	Victrani	France	Ellopa	Brunes	Australia	Augra	US	
74770	8145/92	E297/N4	92056544	20 772	96604787	13502	21851	360808	IWISHSMA	75259,287	
1617.130	01/30/1992	11/10/111	08/31/1992	11/24/1994	C1/06/1996	2561/02/90	06/06/1992	1661/10/20	1661/[]	C3/1997	
74770	2658585	197.0	682434	(7323)	96/804.717	083502	13270	v26090g	141012	2.190,494	
9861.PU1	**************************************	5661/15/01	1921יוניפו	07/17/1995	9461/40/10	9861/81/50	06/06/1992	04-01/1991	05/08/1992	09/22/1998	
Aggierd	Registered	Registered per FA on TZSASOS no "manuscita" in des	Registered	Regulated	Registered	Registered	Registered	Registered	Registered	Replaced	
Brignesia lavestmost Corporabas	Brigging Investment Corporation	Brissenia Investment Corporation	Brissesia Investment Corporation	Brimania levolutent Corporation	Briggasia Investment Corporation	Briggesia levestment Corporation	Britania Investment Corporation	Britagia breginera Corporation	Britansia investment Corporation	Brimaia Investment Curporation	
	speakent, either goods belonging to this class									budpoolees	
•	JP-11	•		•	•	-	•	•	•	•	
11:14:2006	05/31/2004	10/31/2005	10-20-2003	11/24/2004	01-07:2006	06202012	06-06-2013	8002:10/80	0331/2012	Sec. 8 & 15 due 097222004 (stat har 037222005) Sec. 8 & 9 due 097227008 (stat har 037227009)	

of 13

# TRADEMARK PEEL: 002846 FRAME: 0114

Page 11 of 13

Sec. 8 & 9 ds 02/15/2004 (sea lar 08/15/2004)	•	electrate equepoett, namér, lectigociers	Britania leveranta Corporation	lecimed	461.61/08	E.ia	03/24/1992	THE SECUL	S	L. Gierria	BALANCE	1865,030000
19402/2008			Britagia Investment Corporation	Napiaeral	10/02/1998	241%	06/25/1997	97-29145	South Korte	Regulation	HIGH VELOCITY COMPLESSION DRIVE	1865.0521/2000
,	•	Subworfers and budapcalers	Britannis Investment Corporation	Expired For chest's instructions	10/22/1996	2,009,655	05/17/1995	74676,001	US.	Regulation	HIGH VELOCITY COMPRESSION DRIVE	1865.0320000
Sec. 1 & 15 04/01/2003 (sea ber 19/01/2003) Sec. 1 & 9 d 04/01/2007 (sea ber 19/01/2007)	•	oudgesters	Brigania in ventretes Carporation	Registered Sec & 13 reminder sent to chest on 01/14/2003	Du/08/1997	2.051,479	C7/03/1995	7111,880.5	us	Registration	Carlest Basket	1865.0510000
10-01-2006			Britannia Investmens Corporation	Registered	10/02/1998	નહેના9ક	G6/25/1997	97-29143	South Karea	Regulation	POWER PORT	1865 050KR00
	•	outspokers	Drigania breginant Carponian	Abandened Clean decided not to file Appeal Brief Washing regions to see if Nelsmuch reserve at regionalm for the rOWENFORT mark			C\$\(\text{02}\) 997	75/285,152	u.s	Application	POWER PORT	1465 0200000
06/19/2013			Brownia investment Corporation	Registered	98114093	DUJ.	(6/19/1992	EXC)	tr st	Registration	THE SPEAKER SPECIALISTS	1865 049[].00
Sec. 8 & 9 d 02/21/2004 (sea ber 04/21/2004)	٠	toudspeakers	Brigania levestoset Corporition	Regaland	92/21/1944	1,267,626	12/22/1912	73406,933	US	Registration	THE SPEAKER SPECIALISTS	1865 0490000
06/31:2010 (846 bit 02/28:2011)	•		Britannia Investment Corporation	Registred	16610-1150	497507	C1/10/1991	CF) 1091	Tavera	Regulation	riloq)	JEVS DASTWOC
10/11/2005	•		Brigapia Investment Corporation	Regulared	1995 פאפוענוען	15181	P661/C1/01	181434	Paragray	Registration	tillog	1865 045PY00
A The Control		というできません	}		i F							

**TRADEMARK** 

# TRADEMARK REFI - 002846 FRAME: 0415

September 17, 2003 SKGF\_DC1\_179244\_1.DOC

			Britania brustness Carpertina	PEXIDING Allewed 01/07/2003. Statement of Use or EOT due 07/07/2003.				75/211,617	United States	Production Application	ACOUSTIC RESONANCE ACOUSTIC	1865.0710000
0102/91/\$0			Britania Irrestrum Compatition	Regimend	O\$/16/1990	190301	11/19/1988	<b>382</b> 5519	Sowith Korea	Registration	SDA	1865.04910300
1	,		Britanis Investment Corporation	Abandonal Application	1	•	-	1	υs	Abendered Application	RADIANT SURBOUND	1865.0590000
Sec. 8 & 15 dec 11/1/2003 (see le 05/1/2004) Sec. 8 & 9 dec 11/1/2007 (see le 05/1/2008)	•	budgeslers for loca use	Britanie Investrunt Corporation	Registered Sec. 8 & 1.5 reminder sect to client on 017.4/2003	11/11/1 <del>/97</del>	2,112,626	12/227] 994	74614,102	s.	Registration	SIGNATURE REPERENCE THEATER	1365.0580000
Sec. 8 & 15 due 06/19/2007 (sue ber 12/19/2007) Sec. 8 & 9 due 06/19/2011 (see ber 12/19/2011)	•	budspraken	Britania Investment Corporation	Registered	06/19/2001	2,462,291	12/01/1998	7557,479	us	Registration	SOLUTION RM DIGITAL	1465 0574000
10/02/2008	•		Britana Irrepeners Corporators	Registered	10/07/1998	424196	06/25/1997	97-29144	South Karts	Registration	HVCD	1365 05GK/RDG
Sec. 8 & 15 due 11/1/2003 (sub bar 05/11/2004) Sec. 8 & 9 due 11/1/2007 (suat bar 05/11/2008).	٠	budspeakers	Brizania Investment Corporation	Registered See &&15 retunder seet to clicus os 01:142003	11/11/1997	2,112,302	9661/111	75197,772	U.S.	Registración	SAT	1865 6550001
Sec. 8 & 9 due 10/25/2606 (stat bar 04/25/2007)	30	pero budypolers		•	1922/1986	1,414,773	651615 <b>85</b>	73/534,069	S	Registrition	<b>32</b>	1565 0540000
	King.											

ge 12 of 13

Page 13 of 13

1865.075MX00 1145 0740000 STERBO/DIMENSI ONAL ARRAY RADIANT SURROUND FIELD Registration รูก Mexico United States 299,603 73/404,331 75/252,715 06/26/1997 12/01/19/02 0306/1997 2233,279 672,552 09/29/2000 03/23/1999 Ragiomed 10/02/1984 Britannia Irre Cosp rasos Sec. \$ & 9 4xe 1840/2004 (seal fair 04/02/2005) 06/26/2007 Sec. 2 & 15 dec 0.72/2005 (sea ber 09/23/2005) Sec. 1 & 9 dus 03/23/2009 (sea ber 09/23/2009)

REEL: 002846 FRAME: 0116

September 17, 2003 SKGF\_DCI\_179244\_1.DOC

# OOGT \$98641 TOG EBMARK TREEL: 002846 FRAME: 0117

1865.0730000

REAL-TIME ANNAY

1865 0600000

POLKSTAND

# U.S. and International Trademark Portfolio Polk Investment Corporation Polk Audio, Inc. In the Name of

Registration	Expered Registration	Alban Experted Regardnates	
United States	S.n.	U\$.	
73/239,263	1	73/117,658	
11/15/1979 1,179,910	•	03/03/1977 1,098,617	
	-	1,098,617	
13/01/19/81	•	\$761/97B	1,100
12/01/1941 Expired regularation	Expired Registrators	00/00/1978 Expired registration	
Polk lyvestment Corporation	Polk Investment Corporation	Polit Investment Corporation	
	-	loudipeaters	
	i	•	X
	1		

Page 1 of 1

#### **ACKNOWLEDGMENT**

STATE OF MARYLAND ) SS.:
COUNTY OF Balling.

BE IT REMEMBERED, that on this [35]th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPFER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

My Commission Expres: 7/1/07

9

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0118

#### SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND	)
COUNTY OF Ballinge	)SS.: )

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at ("Assignor"), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 ("Secured Party"), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

- 1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in Schedule I and Schedule II and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
- 2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

10

09/22/03

TRADEMARK REEL: 002846 FRAME: 0119

This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 35, 2003

ATTEST:

BRITANNIA INVESTMENT

**CORPORATION** 

Name: Town Tucker

Title: Executive Assistant

George Miopier

3303037.04

11

09/22/03

RECORDED: 10/17/2003

TRADEMARK
REEL: 002846 FRAME: 0120

TRADEMARK

de this (24th) day of September, 2003, by BRITANNIA INVESTMENT CORPORATION rmerly known as Polk Investment Corporation), a corporation of the State of Delaware having principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"), favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at 2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

#### RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the tents and Trademarks (as each is defined below); and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or ter financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and curity Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically fined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, signor has granted to MLBFS a security interest in (a) the patents, patent applications and tent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the signor hereby represents is a correct and complete list of patents, patent applications and tent licenses in which it has any beneficial interest, as of the date hereof and:

all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations. inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

3037.01

09/22/03

TRADEMARK REEL: 002846 FRAME: 0093

TRADEMARK

Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

- (b) the trademarks, trademark registrations and trademark applications set forth in Schedule II annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:
  - all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in Schedule II annexed hereto: (ii) each trademark license, including, without limitation, each trademark license listed in Schedule II annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule II annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in Schedule II annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

- 1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.
  - 2. <u>Assignor's Covenants</u>. The Assignor hereby agrees and covenants:

2

09/22/03

TRADEMARK REEL: 002846 FRAME: 0094

- (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.
- (b) Notification. The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.
- (c) <u>Filings</u>. With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.
- Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.
- (e) <u>Infringement, Misappropriation or Dilution</u>. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

3

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0095

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

- (f) <u>Validity</u>. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.
- 3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.
- 4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.
- 5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.
- (B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.
- 6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).
- 7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.
- 8. <u>Further Assurances</u>. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

4

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0096

**REEL: 003072 FRAME: 0229** 

TRADEMARK

5

09/22/03

TRADEMARK REEL: 002846 FRAME: 0097

TRADEMARK

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT CORPORATION

Name: Town Tucker

Title: Executive Assistant

George Klopfer

President

6

09/22/03

TRADEMARK REEL: 002846 FRAME: 0098

TRADEMARK

## **ACKNOWLEDGMENT**

STATE OF MARYLAND ) SS.:
COUNTY OF (Bally )

BE IT REMEMBERED, that on this [35]th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPFER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

My Commission Expres: 7/1/07

9

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0118

TRADEMARK

## SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND	)
COUNTY OF Balling	)SS. )

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at \_\_\_\_\_\_\_("Assignor"), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 ("Secured Party"), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

- 1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in Schedule I and Schedule II and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
- 2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

10

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0119

This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 35, 2003

ATTEST:

BRITANNIA INVESTMENT

**CORPORATION** 

Name: Town Tucker

Title: Executive Assistant

George Klopfer

3303037.04

11

09/22/03

**RECORDED: 10/17/2003** 

TRADEMARK
REEL: 002846 FRAME: 0120

-TRADEMARK

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING	07/764,335	U.S.	00860.0200	
PAIRED FACE-TO-FACE DRIVERS				
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EPO	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	(FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION	4,759,066	U.S.	09890.0300	ISSUED
OF DIMENSIONAL SUB-SPEAKERS				
METHOD AND APPARATUS FOR	4,489,432	U.S.	09890.0400	EXPIRED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR	1,198,683	CANADA	09890.0403	EXPIRED
REPRODUCING SOUND HAVING A				
REALISTIC AMBIENT FIELD AND				
METHOD AND APPARATIS FOR	2520013	IABAN	0170	Commen
REPRODUCING SOUND HAVING A		No.	07620.0410	EAFINED
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A	2,122,459	UNITED KINGDOM	09890.0421	ISSUED
REALISTIC AMBIENT FIELD AND				
COUSTIC IMAGE				

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN	4,924,963	U.S.	0050.0580	EXPIRED
A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2,002,593-0	CANADA	09890.0503	ABANDONED
A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	89250128.9	ЕРО	09890.0505	ABANDONED
A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2-911	JAPAN	09890.0510	ABANDONED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,569,074	U.S.	09890.1700	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	P3519644.0-09	GERMANY	09890.1707	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	4,497,064	U.S.	09890.1800	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	1,195,933	CANADA	09890.1803	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	2128059	UNITED KINGDOM	09890.1821	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,630,298	U.S.	09890.1900	ISSUED
A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,903,300	U.S.	09890.2500	ABANDONED
SUB-WOOFER SYSTEM USING A PASSIVE RADIATOR	4,350,847	U.S.	09890.2600	EXPIRED
OPTIMIZED LOW FREQUENCY RESPONSE OF LOUDSPEAKER SYSTEMS HAVING MAIN AND SUB- SPEAKERS	4,638,505	U.S.	09890.2700	ISSUED
TWEETER SPEAKER FOR THE MM3000	07/856,944	U.S.	09890.3200	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/014,643	U.S.	09890.3217	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/028,239	U.S.	09890.3257	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890.3700	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	2,198,113	CANADA	09890.3703	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95930898.2	ЕРО	09890.3705	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	98105627.3	Hong Kong	09890.3708	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	697805-8	JAPAN	09890.3710	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PCT/US95/10664	PCT	09890.3716	COMPLETE
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,517,573 (CIP of 08/177,080)	U.S.	09890.3717	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PI 9508771-0	BRAZIL	09890.3728	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95195235.8	CHINA	09890.3734	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD	5,809,154	U.S.	09890.3736	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	5,696,357	U.S.	09890.4100	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	PCT/US96/13636	PCT	09890.4116	PENDING
AUDIO SPEAKER WITH INTEGRAL BRACKET	5,730,409	U.S.	09890.4200	SURRENDERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	60/114,601	U.S.	09890.4600	ABANDONED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	PCT/US99/31244	PCT	09890.4616	COMPLETE
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	89-100035	TAIWAN	09890.4620	REGISTERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	1-2000-00019	PHILIPPINES	09890.4674	ABANDONED

# **DESIGN PATENTS**

Status as of May 19, 2003

J. L.	APP. NO/SER. NO/REG. NO.   COUNTRY	COUNTRY	S&W REFERENCE   STATUS	STATUS
VEHICLE SPEAKER	Des. 350,135	U.S.	00200000	ISSUED
SPEAKER	Des. 351,839	U.S.	008000860	ISSUED
SPEAKER WITH STAND	Des. 351,388	U.S.	00830.1000	ISSUED
RUBBER EDGE SURROUND	Des. 357,480	U.S.	00880.3500	ISSUED
LOUDSPEAKER	Des. 384,353	U.S.	00890.4300	ISSUED
LOUDSPEAKER	80025	CANADA	09890.4303	ABANDONED
LOUDSPEAKER	M 9606687.3	GERMANY	09890.4307	EXPIRED
LOUDSPEAKER	Des. 387,058	U.S. (divisional)	09890.4317	ISSUED
LOUDSPEAKER	2058415 AND 2058416	UNITED KINGDOM	09890.4321	ABANDONED

427683.3

TRADEMARK REEL: 002846 FRAME: 0103

TRADEMARK

SCHEDULE II

U.S. and International Trademark Portfolio In the Name of Britannia Investment Corporation

	<del></del>	<del></del>		<del></del>						
9000/1/11	1	1	1	Section 8 and 9 Afficient of Use and Application for Reserved des 11:12:22006.	1	900711750	1206/2005	12/07/2065	-	
•	1	ł	•	0	ı	,	0	٠	۰	
1	1	-	t	sudo inedipolars and electronic components, mench, amplifors, baces. recovers, and analog and degical recoveling and physical components	1					
Britanna breatant Corporatio	Britansia breasent Carpetalen	Brimmis Investment Corporation	Brizanie Bretzoni Corporation	Briannia Brenzment Corporation	Brimmis forestarest Oerpendien	Britannia Brentzone Cerponnies	Britania Bressons Capania	Brismin Bressore Osponeire	Britansis brunkpars Oerporaton	
Regiment	Abundoned Application	Abandowit Application	Espirad		Abundaced Application	J. Control	Į.	Report	Espired	
764VSV1997	1	1		**************************************		9661/20/01	1461/90/0	9661/12060	-	
<b>PE</b> (127	1	1	726.002	2,016,512	<u> </u>	31005963	280055467	2048080	256,708	
11/4/1996	ł			5661/Jary	,	9661/80/54	See Intole:	1247/1995		
903 127	1	ı		34485,440	,	396210056	20085544.7	2948080		
Austin	4	<del>ال</del>	New Zoaland	us.	1	Germany	1	3	New Zoaland	
Replan	A Application	Abadesed	P. Carrent	Represent	Aberdene	1	Legistration .	Lapistration	Reportation	_
Į.	Q.	Q.	Q.	LOSONE	BOSONE	BOSONE	BOSONE	BOSONE	FOSONE	
1865_AUDO	1865_Cub	1665CT00	1865NZ200	0000001	1865.878CA88	1865.078D880	1165.¢73ES10	1965.0780800	166.670720	
	Ragistered Australia 7721339   13441996 721339   Q47.571997   Registered Britaness Investment   9   11/14/2006	Experiment   Austria   771339   1841996   771339   1841996   184196   184196   184196	Experiment   Table   Table			Comparison   Austrian   Tilly   1841956   Tilly   1941979   Regiment   Britamia Invasion				

Page 1 of 13

Separate 17, 2003 SEGE DC1 1792-0-1.

TRADEMARK REEL: 002846 FRAME: 0104

TRADEMARK

2/25/2007 (state but 04/25/2007). See E.A. 9 due 02/25/2011 (state but 04/26/2011).	Sac. 1 & 15 dar 04/24/207 (vax law 02/24/2005). 04/24/2011 (sac law 02/24/2011).	Rencoval due 03/16/2011		Sec. 1 & 15 dae 1001-2006 (test but 4-01-2009) 2-c. 1 & 9 dae 1001-2012 (test bit 04-01-7013).	
See 8.8.15 dee 2/20/2007 (see bus 6/20/2007). See 8.8.9 dus 6/20/2011.	Sec. 8 4 04/2/200 (var br 04/2/200 (var br 04/2/200 (var br 04/2/200 (var br 04/2/200	18		Sec. 1 & 1001.200 (ITEM by 100	
*	•	•	M T	•	•
provided residents, releaseds, considerates con the topic of purchis equipment	audio equipment. audio equipment, nastraly, speakers	audic equipment, vamely, speakers	on-less retail stort services femantig sucho equipment, namely, spoulant, leadquarters, sucho escriberty, architics auto-retroact monient, leaner stantu- spoulent, reference these spoulant, submentint, compant spoulant, nucleanedis spoulant, automobile spoulant, and parts and accusiones theretin	audio oquipment, manely, undoor and outsides laudepeniers	auto oquapters, mandy, speakers, buckpackers, mado premiers, inchelang auto reference meniers, howe these speakers, reference there's speakers, sub-resides and parts and acceptance bacters.
Britansa brustaura Corporation	Britanas brestaera	Brizania Investment Corporation	Briannia finestavant Corporation	Britania Instancat Corporation	Britansi becomen Ceperation
pament participation of the control	]	Regiment	Abadered Application	Reported	PENDING Pakished 01/07/2002.
1000.00.720	XZZZX	05:24/2002	1	19-01/29-02	
2,429,910	242379	2113355	•	2629187	
0302/2000	C #55/2000	071601	16/19/2000	1206/2000	1206/2000
75/932,159	76122,175	2113355	76149,595	25,571,64	76176.621
ns	su.	Cic.	s a	us	U.S.
Regression	Reportation	Regulation	Application	Reportuen	Application
THE SPEAKER SPECIALIST	FIX	FX	•	ATRUM	THE POLK PERFORMANCE ADVANTAGE
1865 0050000	0000119 5981	1865 01 ICTO	1845 01:0000	1865 0220000	165 0230000

TRADEMARK

	See B & 15 due 06/33/2006 (state bar 12/35/2006) (state bar 12/35/2006) (state B & 26c 4) excepted laber 06/35/2012 (state bar 12/25/2012)	Sec. 8 & 9 due 0&0&2908 (stat bar 02/0&2009).	1002.91.40	Reservat dae Sriozous	10797033	12/15/2003	1028201	12/10/2012	902/8750
	•	•	S.	•	5	6	6	4	•
A STATE OF THE STA	auto stumpeten, autio r ujercen, aandy, speaker, and fouligeakers	budspeakers	budgesikes	budqeakers	explosions	sagesigne	sangadiproj	supples.	ande budsporkers
	Primoris Irramoras Corporations	Bringenia brezonera Corporation	Brismis hvernord Coperators	Brimais brusanta Capanios	Brigatis Imperior Coporation	Brimmis Invatated Corporation	Brimmis Incorner Coporains	Brigania (manasa Carponnia	Britania Imenical Capatolina
1000年代	Registered	Regiment	Registered. Name cleage recordance is no program. We would receive the Certificate of Augmentation until it is completed.	Regulated Shet 10/(9200) and graned GS202003	Registered -In the process of being reserved.	Repeated	Regiment	Agpaered	T. S.
	200252798	300071978	9451/00/10	<b>66</b> 71/1993	1206/1963	E66141721	11/29/1994	เพลา	965777.1996
	3386718	1,098,612	8	17539	1,066,701	17001/176	\$17305645	274654	99924
	1002/12/00	7.TQ11,QDA.00	9611/166 16611/166	05/10/1993	1961/20/01	1661/51/21	0407/1993	1861/62/90	7661NC90
	76241,043	33/117,659	00%1	New Re- register No. 99376 (Cel No. 17539)	987765'1 7000000 115'165'1	17001/134	\$1950£21	471,206	\$405978\$
	ប្រ	กร	Unacid Arab Emerica	Notertad Archi	valuetry	Bahra	Presi	Comp	į
	Registration	Reparation	Reprisation	Legistraan	Registraton	Repairmen	Legistra	ļ	ļ
	NOTATING ELLPTICAL LENS	இருக்கழ்	of many	agnoskija)	ஆண்குறவி	(pathernally)	patheraffe	(pethenthe	(pathemilia
	1845 0300000	1865 0350000	1845.035AE00	1845.035AN00	00%v5t0:5981	003/BSE0'5981	00348510-5981	1865.039CA00	1865.035CND6

Page 3 of 13

TRADEMARK REEL: 002846 FRAME: 0106

237.53	T		<del>-</del> 1	न	<del></del> 1	T	Г	<del></del>	<del></del> г		<del></del>
No. of the last of	-6-42/2007 	89.30/2008	\$007 <b>#</b> 1930	C1:25:2010	500052710	06/18/2013		12/28/2003	60021120	06:12:2004	08/26/2003
,	٠	•	<b>6</b>	6	•	•			Fil	ı	<del>ф</del>
	tendependents, andercoffers, compaters of compater sound reproduct on reprepensation compater value transmission compater value transmission (CO physics, compater primars, CO physics, compater primars, CO physics, compater sound careful mediums, compater sound careful	budgeskers	budspoolers	sound recording and reproducing apparatus; parts and filtings for all the silvensond goods					Speakers		•
The second second	Brimmis kvezenost Cosponism	Britaniis Investment Osporation	Britannia Buctonest Carponesion	Briensia brestanti Corporation	Britansia Investment Corporation	Britansia berconcel Corporation	Britzenia lavarman Carporation	Bytansis lavestment Carporation	Systems brestoard Corporation	Britanan brystageri Corporation	Grimmis Bramust Copornies
	Regional	Registered	Espitant & marrid	Registered & seasoned	Represent	Registered	Pending	Registend	Represent	Repident	PEPOUNG -Request to Amend the Doming of the Mark to the new syldend warries has been filed.
	6601/2019	1/61/90%8	8861/51/90 8261/+1/60	P661/51/P0	\$461.92210	\$\$1/15¢		1322/1993	42/21/1989	08/12/1994	
	618085000	982,269	1,067,062 respond reg, no 1,471,289	BISSON	73110454/157	23633		953/1993	2,111,775	0585820	
Same of the last	7641/20/90	\$761/9040	88151780 84151780	1661/52/10	07/26/1993	2610-190	07/16/1992	06/30/1993	9961/00/0	1061/12/10	[66]/77299
	900354319	7.W.L. S.	294,509 seasonal apple m. 974,254	0.05.521	4422-93	13432	577,165	246/1993	069) 54/26	59452-16	799
	뜓	Germanny	Presco	Great Britis	Countries	I	1	iceland	lapen	South Kores	9
	Repetration	Repairation	Regisercion	Reguerrion	Registration	Registration	Approxon	Regneration	Pagairston	Repostation	Application
	og partisem (fig.	(pallsemette	approxima	pathemate	gatheraffe	pathenete	palbandle	gallsandle	gathamile	affacetha	Thistory
	1465 035CTC0	1M5 035DE00	1865 035FR00	1865.035GB00	1465.0350700	1865.03511.00	1865 035[0400	1465.03515.00	1863 835JP00	1465 0151/21/20	00 <b>74Ö</b> 500 59 <b>8</b> 1

TRADEMARK

67.374F			<del></del>		Т			
	9807/30/23	9427/2015	11.04/2003	ı	600217240	<b>*00</b> 272/11	04-0:2008	06/06/2013
	1		•	ı	'	ı	•	۰
	•	ı	ı	1	ı	ı	audio appellers	audio laciopostans
	Britmais Investrent Corposition	Britamis Investment Corporation	Brianais investment Corporation	Brimania Investment Corporation	Britannia Investment Comporation	Britansis Investment Corporación	Britania Irrotesa Corporation	Brimania lovarimon Osporarion
	Replant	Reported that the terms of that the process of that the process of that the process of the proce	Ragistered.  In the precess of being reaccount. Beaquest to Annual the Depring of the many of the many to the react to the being filled to the react to the being filled to the react to th	Expired -Not to be reserved. A more application for the word mark POLK AUDIO to been filed in Sould Archite per thank I sustructions.	Registral	Report	Regiment (Renewed)	Registered (numerod)
	9661/80/20	0625/2003	\$641/17/10	07/19/1993	09/24/964	546 NT NO	0.V15/1995	2606/1992
	94278	120164	K1621	2856	110864.F	17.225	4540610	18,708
	1661/50/08	866172790	11/0/11993	11/1/1992	1851/2070	M61/M2/11	1661/10/20	261/9090
	072246	120104	93049506	66261	612/1	20774	960410	21,850
	Parent	Patester	Rustra	Saudi Araba	Venezuela	Violenn	Australia	Drawa
	Regression	Appleabon	Registration	Regissation	Registration	Regneration	1	Regionation
	pathemetro	विकास्त्राम्	pallendfo	gatherathe	graftsorrefits	gatherwife.	all medical	<del></del>
	1865.035PA00	IRES 03.5PKGG	1865.035RU'00	1865 0355.A00	1865.035VB00	1865.035VN00	1865 036AUB0	1865.036BND0

300		<del></del>	<del>-; -,</del>	<del></del>	т	—	<del></del>	<del></del> -		<del></del>
	1673/2009	02/07/2014	69/08/2003	9082/\$250	01/21/2007	12/31/20 K	1	12.16/2002	1	11.07/2009
4	•	6	•	•	•	1	,	•	•	
	scentific, shared, anvirong, storic, shetographic, constraingspiler, episcal, weighting, constraingspiler, episcal, weighting, ensurent, paleining, debring and techniq sparma, and inspections, appearable of sound or storic magnitic descriptions, experied to constrain, ensurement or reproductor, or sounds, ensurement or reproductor, constraint, ensurement, ensurement of ensurements for constraints and ensurements of constraints and ensurements and compount, for extragalistic paperates, that protecting equipment and compount, for extragalistic paperates, incline and ensurement and compount, for extragalistic paperates, incline and and adaptation or compounts and backgrounds contributions.	-	l	į	•	ţ	1			
	Griporation	Britansis Investretat Osperation	Copessos	Branca Incomet Copositio	Breaus investment Orposaion	Britania irvateneni Cerpention	Britansis Investment Omponisies	Britains browner Copumies	Brimssia Investment Ostposesion	Primas bestude Orposaio
	Registered (teasured)	Replaned	Engineerd -in the process of being searcred.	Ngowed	Represed	Replaced	Expired registration	Beginsond Reserved Application Seet 12/16/2002	PENDING	Depresed
	0903/1990	196717730	C8469460	05/28/1996	01/31/1994	1661/67/11	D1/31/1992	12/6/1992		1661/50/11
	9472101	W,W	412,435	195014	156354	2 066 673	2661/30500	254502		129427
	1073/1959	62/07/1/990	26179060	9674790	(%19710	12/06/1990	10241989	12/19/1991	06/10/1992	11/07/1949
	0734191	34,185	218,324	94059790	92 374.362	P40416/9hz	67902/1989	29347	£3503	1329427
	Beechix	Switzerland	ð	Ohna	Columbia	Germany	Denmark	Ecuador	EDIF	Spain
	Keparanon	Repairmen	Registration	Registration	Reparation	Regestration	Reportation	Reportation	Application	Papieration
	<b>ब्</b> र्केट्ट्युकेटी	ब्युम्प्रव्यक्तिय	agranged	नुस्कार्यक्रीकरी	न्युक्तिकारीका	(pullsemalle)	Ond Samuelle	On Canada	Configuration	Ontrodition
	90X8%0 5981	1845 034CH00	1865 036CLD0	:165.036CN00	1865 034CQ00	1865.03EDE00	1863.036DK00	1865.036EC00	1965.036EC00	1963.036F500

age 6 of 13

Separation 17, 2803 SEGF, DC1, 179244, 1, DOC

TRADEMARK
REEL: 002846 FRAME: 0109

TRADEMARK

<del>्या</del>			·	<del></del>	<del></del>	· . · · · · · · · · · · · · · · · · · ·					
		03-05/2006	10.24.2006	1102/50/20	10/31/2005	06/29/2012	11/17/2009	01.172011	1100/62/50	1102/51/01	11/14/2006
	•	<b>6</b>	٠	0	6		٠		6	•	•
			sound recording and reproducing apparatus; pure and firmings for all the afformation, all orchaded in Class 9								
	Brigania broatmer Corporation	Britgania brestmen Carporation	Britagenia breatment Corporation	Briggeria Corporation	Brigania Investment Corporation	Britamia brestnerk Corporation	Briggme byestones Corporation	Briamis brestons Oxporton	Briggins bretand Capanian	Bringers Incomes Organies	Briggers breasest Coponeiro
	Expired registration	Registered	Registered (renewed)	Regulated (reasond)	Registered per FA on \$2/26/2002 no 'non-une test' is due	Renewed registration	Registered (renewed)	Registered (reserved) Reserved OUTU1997 Reserved Confident issued 49A292001 (rec'd 12A072001)	Registerd	Registered (transmed)	Regimend
	18/2/07/91	9661/30/00	1661/50/50	2661/62/01	10/31/1993	2661-10/20	2661/21/00	0423/2993	19577750	10/25/1493	11/14/996
	1155%	96614563	B1401143	B4390492	60157	276,824	573545	M.A 90/00/23	145192	B205437	מעשו
	6861/52/01	9661-9010	10:24/1969	05/02/1980	11/10/1994	02/19/1990	11/17/1989	9561711710	1027/1989	10/15/1990	98171160
	entry.	38814363	1401148	06-974	200K2	176,224	25872 CAB	MA21/90	902.83	20%477	8471
	Finland	France	Great Britain	Hong Kong	Hondwas	Indonésia	À	Maleyria	Narvay	New Zoaland	1
	Repstration	Regulation	Regustration	Reparation	Registration	Registration	Registration	Repartation	Repairation	Legatistics	. September
	बुड्याक्ट्युक्ती	व्युक्तिकर्वाकि	office of the state of the stat	agreemelled.	(Dollaguelle)	agjineagjjad)	ogpostled)	Ordination (In	Of Desire Bo	Of Parity	g de la company
	1865 0367100	1865 036FR00	1845 034GBOu	1865 036411000	1865 034FN00	1665.036ID00	1165.036TT00	1365 036A7Y00	00 <b>Ö</b> N960 5981	1865.03/09/2000	1865.036PAG0

age 7 of 13

September 17, 2003 Series Inc. 199244 1 DOC

TRADEMARK REEL: 002846 FRAME: 0110

TRADEMARK

		<del></del> +	·····	<del></del>	r	<del></del>		<del></del>
01132012 IS* Ambrerary Affects of Dis or Sor- Use dec betwee BITIZ2007- UA322006	10:13/2005		C7 10/2007	1902/22/10	11:24:7064	Sec 8 & 9 Ove 01/16/2006 (pre 1se 07/16/2006)	Sec. 8 & 15 due 1:042003 (see but 05042004) Sec. 8 & 9 due 11042007 (see but 05042008).	Sec. 8. 8. 15 these 00.71/2005 (see her 02/20/2006). Sec. 8. 9. des 09/31/2007 (see the 02/20/2010).
•	•	6					٥	10
						loudspeakers	tendapolikos:	demagnis and conducting computations unadving the institution of contuner observants products in vehicles
Brizzen krystnem Cepanion	Britana Invatant Capethin	Brigania Insparame Carponaisa	Disease Investore Coperation	Sean de brothers Capterine	Briganie brestrant Osporatora	Britania krystowe Caparaties	F 'was krettoer. L. jettlen	Britanis brutanest Ceperation
Repetend Test You Affidore of The find Orl 2003	Regiment	Espired registration	Lapineed	Argistered	Leise L	Legenord	1 Table 1	Lepinend
01-13-16007	10/13/1995	02/14/1992	1641/6000	196111.1298	924171140	01/16/1996	11:04(997	0\$(7) 1/1 \$90
3881	885181	230234	B1059-90	116714	17.324	1,948,714	2111,097	2274,458
 0661.01:50	1 (08/1994	1026/1989	62/10/1990	שהובשנים	11/4/1994	9461/80/10	07851995	0904-1998
2862	01334	8-10169	S-B105970	167399	28773	74619,362	74696.817	Stay (Sec. 1)
Philippois	Paraguey	Sweden	Singapore	Thebas	Viennan	us	U.S.	U.S
	Representation	Fugue rate c	Registration	Regraterior	Acgutotion	Regiseration	1	Acparation
agnization)	og medled	(pull sentito	On Deputy	Sales de la constante de la co	Pollsemile	BIG SPEAKER SOUND WITHOUT THE BIG SPEAKER	SPED MATCHING (Share SPED) MATCH)	73.5X
1865 03-6PH00	186: 0367'00	18K! 0 %SE00	1863:0365000	1865.036TH00	1865.036VN00	1862 0370000	000008(0 3981	000066 59000

Page 8 of 13

spiember 17, 2003 KOP DC3 179244 ; DOC

TRADEMARK REEL: 002846 FRAME: 0111

TRADEMARK

	See 14 15 dec 11/16/2003 (see 14 15 dec 11/16/2003) (see 14 15 dec 11/16/2009 (see 14 15 dec	Sec 8 & 9 dec 01/17/2004 (seet her 07/17/2004)	Ser 8.4 9 dec (05/13007) (05/17007)	Sec. 8 & 15 due 06/9/2004 (sea bur 13/09/2004). 25ec. 8 & 9 due 06/9/2008 (sea bur 12/09/2004).	9007/090	03-12/2012		12242012
1	7		•	•	6	ø	•	•
	terroging and conducting companions mysbring the immiliation of commercial electronics products in velocitis	loudgestors	loudgemiens	Beudiptrafers				
Tor-	Belance Internet Corporate	Britannia inventorio Carpornion	Beforenia Investment Corporation	Britansis brostmost Carporation	Britanie Bruthers Osporajon	Britania bressnere Ceparatel	To the state of th	Britannia Immanus Ourparation
E.	Ţ	Regiment -Allen to leganizaçõe por clima"s inscredibles of 072229883	Registered Section 8 Declaration filed (02/11/2003 Section 8 Declaration Section 8 Declaration Published (04/04/2003) - Notice of Aucrystomes reported 66/27/2003	Regulared	Regulated	Registered Oprisions of Rescrict rec'd 01/23/2003	Pading	Registered (Renowed 6702/2002)
	11/16/1999	01/17/1984	17847	96-06-1998	1661:10/20	06.04/1997		02/13/1995
	1392,603	11886.11	1,017,066	2,65,217	A.S60#09	355964		57511/28
	8661/30/60	1201/1962	Q702v1995	63/03/1996	1667/10/20	1761/1710	N'ACTE	12/25/1992
	75/54/883	73464,332	74696,819	Par est i se	608095	134933	0C08T	52/11373
	S C	U S.	sn	\$ 2.5 2.5	Australia	Mexico	Saudi Arabia	South Africa
	Regulation	Asparation	Repsiration	Legaration	Regionation	Logistration	Application	Lapiezhoa
		1 204 1	PERFORMANCE WITHOUT LIMITS	<b>ר</b> סנג אנטוס	POLK AUDIO	POLK AUDIO	POLK AUDIO	POLK AUDIO
	1865.0400000	1445 94 10000	1865 0420000	1865 0430000	1865 043AU00	1865 BA3RDC30	1865 DA3SADO	1865 D43ZA#0

age 9 of 13

Separation 17, 2003 SEGF DC; 179244 1.DOC

TRADEMARK

TRADEMARK

B65 044VND0

365 M5CN00

1865 045HPN00

1865 045JP00

1665 045FA00

1865 0440000

\$65 044 T00

1865.044BN00

165 044EG00

165 044PR00

Page 10 of 13

SEQUENCE 17, 2003 SEQF\_DC1\_17924\_1.DOC

TRADEMARK
REEL: 002846 FRAME: 0113

TRADEMARK

							,				C	
00Ad\$90 \$9\$1	धान्य	Registration	(maken)	181454	#61710#	RHI	10/13/1995	Legeneral	Brimmin Investment Outparties		•	1943.2005
187 § 045TWDC	ध्याव्य	F	Ţ	1601 (62)	C1/10/1991	105108	16614170	Agent	Britannia lavaziment Carporatorn		•	06/31/2010 Cont but 02/28/2011)
1865 0490000	THE SPEAKER SPECIALISTS	Registration	U.S	73406,938	12/22/1982	120.05	02/21/1984	Regnance	Brizzela brestanni Corporation	bordspoolery	•	Sec. 8 & 9 due 02212004 (see ber 06213004).
1865 0499.00	THE SPEAKER SPECIALISTS	Regretation	braci	13103	C6/19/1992	1303	09/03/1995	Registered	Brusenia trrestores Carpotation			06/19/2013
1865 0300000	POWER PORT	Application	นร	75/215,152	C3/02/1997			Absoluted Clear decided not to fit Appeal Brief Weathing regions to see of Misseuch seasons regionals for the POWEX-DET mark.	Emperation Comparision	-koudepoolkers	•	·
1865 0308CR00	P-WER PORT	Reportation	South Korea	97-29143	C6/25/1997	42.8154	3661/20/01	Regulatived	Bricannia breatment Orparation			10-02.3008
1865.051.0000	Calent Backer	Regulation	ns.	74696,811	5007/1995	2,051,479	161/8070	Registered see \$4.5 terminder see to Chance on O/14-2003	Brigania brustment Corporation	loudapeakers	•	Sec. 8 & 15 dec 0406-2013 (sec ber 1406-2013). Sec. 8 & 9 dec 0400-2017. (sec ber 1406-2007).
1865.0520000	HICH VELOCITY COMPRESSION DRIVE	Legistration	U.S.	74674,001	05/17/1995	2,009,655	1022/1996	Exprind Per chant's instructions	Britania brestara Carporation	Submoders and louthpoders		,
1865 052KR00	HOR VELOCITY COMPLESSION DRIVE	P. Carrier	South Kores	57162-16	1461/SZ90	%19CP	10-02/1996	Regional	Departs forester			19/07/008
1845,04530000	DYNAMIC	j	바	DE WELL	281/72/50	44,154,1	£2/15/1994	Registered	Driverin browning	alectronic agraphent, handri, hectroniem		Sec. 8 R. 9 des QU/S 52004 (mm ber QU/S 52004)

Page 11 of 13

Security 17, 2003 SEGF DCI 179244 (DOC

TRADEMARK REEL: 002846 FRAME: 0114

TRADEMARK

					Î							
		Registration	sn	13/31/06	95161985	1,414,773	19.78/1946	Regarend	Brizania brestmen Cerporalion	servo hudepsken	•	Sec. 1 & 9 du 10/25/2006 (par her 04/21/2007)
	75C	Reported	7.7	277,191,272	986147/11	2,112,902	260111111	Regiment Sec EA15 remender ness to client on 01/1 4/2003	Brisson Cerponen	reduped from	•	Sec. 3 & 154 11/1/2003 (sear bar 05/1/2004) Sec. 8 & 9 day 11/1/2007 (sear bar 05/1/2004)
1	KVCD	Repierron	South Kores	97-79144	166125790	96.1927	10/07/1998	Registered	Britanas Irvanens Cerporaten			10/02/2006
[	NA DIGITAL SOLUTION	Registration	ž,	13:587.479	12/01/1998	2.462,291	192001	Regioned	Britanie kreekenst Caparalen	buthpredom	•	Sec. 8 & 15d 06/19/2007 (max law 12/19/2007) Sec. 8 & 9 da 06/19/2011 (max law (max law (max law (max law (max law (max law (max law))
	SCHATURE REFERENCE THEATER	Registration	<b>7</b>	74614,102	<b>+66</b> 1/22/11	2.112,636	1711/4927	Registered Sec. 8 & 13 resinder sets to clear on 01/1-/2003	Brizzani brvotram Carpornion	touckyambors for horse une	٠	Sec. 1 & 15d 11/1/2003 (med bar 65/1/2004) Sec. 1 & 9 du 11/1/2007 (med bar 05/1/2006)
	KADIANT	Absorband	0.5		-	i	1	Abandonal Application	Primaria Investoral Corporation	ŧ	'	,
	SDA	Registration	Sout Kora	6455238	2261/61/11	100361	06(1/91/90	Regiment	Britania brusment Corporation			01023010
	ACCUSTIC RESCHANCE CONTROL	Perding Application	China State	715,11527				PENDENC Allement 01/07/2003. Sement of the or EOT due 97/07/2003.	Britanie brussment Organies			

1865.05GKR00

1165 653(00)

age 12 of 13

September 17, 2003 SKCF, DCI, 179244, LDOC

1865.0590000 1865.06987R00

1865.0710000

TRADEMARK
RFFI · 002846 FRAMF· 0116

TRADEMARK

	Sec. 8 & 15 dec 03/29/2055 (sec. bar 09/29/2003) Sec. 1 & 9 date 03/29/2009 (sec. bar 09/29/2009)	Sec. 8 & 9 due 1942/2004 (sea but 0442/2005)	06/26/2007
	96 CO	Sec. (9.00)	8
	•	٥	•
	Loudquakers	Loudspeakers	
	Brianns Irresona Corporates	Britancia brestman Corporation	Britannia Prosessona Cosp. renies
	(values of	Repiered	Registered
	0.723/999 Registered	1842/1364	00026250
	#£11177	1,298,466	67.252
	0306/1977 2333,79	12/01/1962	06/26/1997
	75/251,715	75/404,331	299,603
,	Umand States	us	Mexico
	Registration	Regustration	Repairton
	RADKANT SUNROUND FIELD	STEREODIMENSI ONAL ARRAY	1
	186 9770000	0000970 2981	1865.07 SM/X00

TRADEMARK

## U.S. and International Trademark Portfolio In the Name of Polk Investment Corporation

or Polk Audio, Inc.

											Advance Total	
165.0480000	gefrechtungland Expend U.S. Reptrains	Experal Regativation	U.S.	189711182	719,000,1 777,1000.0	1179601	2/61/39/30	GLOC/1978 Expired regulations	Pult Investment Casparation	toutepeature	•	
985 0600000	POLKSTAND	Expered Registration	US.	ı	,	ı	١	Espired Registrators	Polk Investment Corporation	_	ı	1
65.0730000 REALTIME ARRAY	NEAL-TIME ARRAY	Asperation	United States	£9£,9££¥	010,971,1 879.02.01	016,971,1	1361/10/21	12/01/1961 Espirad regalfreiten	Pull Investment Corporation			

age I of 1

TRADEMARK
REEL: 002846 FRAME: 0117

TRADEMARK

TRADEMARK
REEL: 003072 FRAME: 0254

## **VCKNOWLEDGMENT**

STATE OF MARYLAND SS.: ( See Hand 1992)

BE IT REMEMBERED, that on this [35]th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPFER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he corporate seal, was signed, and sealed with the corporate seal and delivered by him as such corporate seal, was signed, and sealed with the corporation and sealed with its officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

My Comission Expres: 71.107

09/22/03

REEL: 002846 FRAME: 0118

6

REEL: 003072 FRAME: 0255

TRADEMARK

## SPECIAL POWER OF ATTORNEY

)22::	COUNTY OF [Salina]
. 22(	STATE OF MARYLAUD

CORPORATION a corporation of the State of Delaware with its principal place of business at BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 ("Secured Party"), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks of listed in Schedule I and Schedule II and all Future Patents and Future listed in Schedule I and Schedule II and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

60/22/60

REEL: 002846 FRAME: 0119

REEL: 002846 FRAME: 0120 **TRADEMARK** 

E0/ZZ/60

H

**≯0.**₹606066

RECORDED: 10/17/2003

**YTTEST:** 

Dated: September 25, 2003

other parties thereto.

not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the This Power of Attorney is made pursuant to the Collateral Assignment and may

CORPORATION

**BRITANNIA INVESTMENT** 

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS to de this {25th} day of September, 2003, by BRITANNIA INVESTMENT CORPORATION rmerly known as Polk Investment Corporation), a corporation of the State of Delaware having principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"), favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at 2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

## RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the ents and Trademarks (as each is defined below); and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or ter financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and curity Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically fined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, signor has granted to MLBFS a security interest in (a) the patents, patent applications and tent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the signor hereby represents is a correct and complete list of patents, patent applications and tent licenses in which it has any beneficial interest, as of the date hereof and:

all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

3037.01

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0093

TRADEMARK

Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

- (b) the trademarks, trademark registrations and trademark applications set forth in Schedule II annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:
  - all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in Schedule II annexed hereto: (ii) each trademark license, including, without limitation, each trademark license listed in Schedule II annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule II annexed hereto. and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in Schedule II annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

- 1. <u>Assignment</u>. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.
  - 2. <u>Assignor's Covenants</u>. The Assignor hereby agrees and covenants:

2

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0094

- (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.
- (b) Notification. The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.
- (c) <u>Filings</u>. With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.
- (d) Maintenance. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.
- (e) <u>Infringement, Misappropriation or Dilution</u>. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

3

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0095

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

- (f) <u>Validity</u>. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.
- 3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.
- 4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.
- 5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.
- (B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.
- 6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).
- 7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.
- 8. <u>Further Assurances</u>. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

4

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0096

5

09/22/03

TRADEMARK
REEL: 002846 FRAME: 0097

TRADEMARK

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT CORPORATION

Name: Town TUCKER

Title: Executive Assistant

George Kl

6

09/22/03

TRADEMARK REEL: 002846 FRAME: 0098

**TRADEMARK** 

REEL: 002846 FRAME: 0099

## SCHEDULE 1

	TITLE	APP. NO/SER. NO/REG. NO.	COUNTRY	Ĉ	STATUS
	BANDPASS SUB-WOOFER HAVING	07/764,335	U.S.	09890.0200	ABANDONED
	PAIRED FACE-TO-FACE DRIVERS				
	BANDPASS WOOFER AND METHOD	2,198,116	CANADA		ISSUED
	BANDPASS WOOFER AND METHOD	EP 95929442.2	OFE	09890.0205	PENDING
	BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCI	09890.0216	COMPLETE
	BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
	BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
	BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
	SOUND SYSTEM WITH ISOLATION	4,759,066	U.S.	09890.0300	ISSUED
	OF DIMENSIONAL SUB-SPEAKERS				
	METHOD AND APPARATUS FOR	4,489,432	U.S.	09890.0400	EXPIRED
	REPRODUCING SOUND HAVING A				
	REALISTIC AMBIENT FIELD AND				
	COUSTIC IMAGE				
	METHOD AND APPARATUS FOR	1,198,683	CANADA	09890.0403	EXPIRED
	REPRODUCING SOUND HAVING A				
	REALISTIC AMBIENT FIELD AND				
1	COUSTIC IMAGE				
ΑЯ	METHOD AND APPARATUS FOR	2529933	JAPAN	09890.0410	EXPIRED
'DI	REPRODUCING SOUND HAVING A				
EN	REALISTIC AMBIENT FIELD AND				
AI	COUSTIC IMAGE				
RK	METHOD AND APPARATUS FOR	2,122,459	UNITED KINGDOM	09890.0421	ISSUED
3	REPRODUCING SOUND HAVING A				
	REALISTIC AMBIENT FIELD AND				
	COUSTIC IMAGE				

Status as of September 10, 2003

PATENTS

KEEL: 002846 FRAME: 0100

II 72 7	ارد <del>به ۱۱۱</del>	(1) 3rd 3rd	0 2 2 2	0 22 22 27	W 77 E 7	S TI E A	OTC>	STEN	
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	THOD	A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	A COMPACT AND EFFICIENT SUB- WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	TITLE
2128059	1,195,933	4,497,064	P3519644.0-09	4,569,074	2-911	89250128.9	2,002,593-0	4,924,963	APP. NO./SER. NO./REG. NO.
UNITED KINGDOM	CANADA	U.S.	GERMANY	U.S.	JAPAN	EPO	CANADA	U.S.	COUNTRY
09890.1821	09890.1803	09890.1800	09890.1707	09890.1700	09890.0510	09890.0505	09890.0503	09890.0500	S&W REFERENCE
ISSUED	EXPIRED	EXPIRED	ISSUED	ISCUED	ABANDONED	ABANDONED	ABANDONED	EXPIRED	STATUS

# KEEF: 005846 FRAME: 0101

RATUS FOR 4,630,298 ND HAVING A FICIENT SUB-1,903,300 ND METHOD IN TITIONS EQUENCY 4,638,505 SPEAKER AIN AND SUB-177,080 FOR THE 29/014,643 FOR THE 29/028,239 FOR THE 29/028,239 KER SYSTEM 08/177,080 KER SYSTEM 95930898.2 REDUCED AIR KER SYSTEM 95930898.2 REDUCED AIR					
RATUS FOR 4,630,298 U.S. 09890,1900 ND HAVING A IT FIELD AND FICIENT SUB- 4,903,300 U.S. 09890,2500 ND METHOD IN MET	ISOUED	09890.3710	JAPAN	8-508269	PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBUILENCE
RATUS FOR 1,630,298 U.S. 09890,1900 ND HAVING A ITHELD AND 17HELD AND 17HELD AND 17HELD AND 17HELD AND 17HELD AND 17HE 17HELD AIR REDUCED AIR 1,630,298 U.S. 09890,3708 REDUCED AIR 1,630,298 U.S. 09890,3708 REDUCED AIR 1,130,298,113 CANADA 09890,3708	ICCI TED				TURBULENCE
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A IT FIELD AND TIPELD AND TIPELD AND TIPELD AND TIPELD AND U.S. 09890.2500 NLD METHOD IN TITIONS MUSING A 4,530,847 U.S. 09890.2500 NSPEAKER SYSTEM POR THE 29/014,643 U.S. 09890.2700 NSPEAKER SYSTEM 2,198,113 CANADA 09890.3705 REDUCED AIR REDUCED AIR SP30898.2 EPO 09890.3705	PENDING	09890.3708	Hong Kong	98105627.3	PORTED LOUDSPEAKER SYSTEM
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND FICIENT SUB- 4,903,300 U.S. 09890.2500 ND METHOD IN ITIONS SM U.S. 09890.2500 U.S. 09890.2500 SPEAKER AIN AND SUB- FOR THE 29/014,643 U.S. 09890.2700 FOR THE 29/014,643 U.S. 09890.3217 FOR THE 29/028,239 U.S. 09890.3217 FOR THE 29/028,239 U.S. 09890.3217 KER SYSTEM 08/177,080 U.S. 09890.3200 KER SYSTEM 2,198,113 CANADA 09890.3703 REDUCED AIR SP308882 EPO 09890.3705					TURBULENCE
RATUS FOR 4,630,298 U.S. 09890,1900 ND HAVING A I FIELD AND FICIENT SUB- 4,903,300 U.S. 09890,2500 ND METHOD IN ITIONS SM USING A 4,350,847 U.S. 09890,2500 EQUENCY 4,638,505 U.S. 09890,2700 FOR THE 29/014,643 U.S. 09890,3207 FOR THE 29/014,643 U.S. 09890,3207 FOR THE 29/028,239 U.S. 09890,3257 KER SYSTEM 08/177,080 U.S. 09890,3703 REDUCED AIR 000008 7 EPO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 000000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 000000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 00000 TO 0000			ļ	7770070:4	AND METHOD WITH REDUCED AIR
RATUS FOR 4,630,298 U.S. 09890,1900 ND HAVING A I FIELD AND FICIENT SUB- 4,903,300 U.S. 09890,2500 ND METHOD IN ITIONS MUSING A 4,350,847 U.S. 09890,2500 SPEAKER FAIN AND SUB- FOR THE 29/014,643 U.S. 09890,3200 FOR THE 29/028,239 U.S. 09890,3207 KER SYSTEM 08/177,080 U.S. 09890,3700 KER SYSTEM 2,198,113 CANADA 09890,3703	PENDING	09890 3705	<b>B</b>	0<020909 7	TORBULENCE
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A T FIELD AND U.S. 09890.2500 U.S. 09890.2500 ND METHOD IN METHOD IN U.S. 09890.2500 MUSING A 4,350,847 U.S. 09890.2600 SPEAKER IAIN AND SUB-FOR THE 29/014,643 U.S. 09890.2700 FOR THE 29/014,643 U.S. 09890.3207 FOR THE 29/028,239 U.S. 09890.3217 KER SYSTEM 08/177,080 U.S. 09890.3700 KER SYSTEM 2,198,113 CANADA 09890.3703					AND METHOD WITH REDUCED AIR
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A T FIELD AND FICIENT SUB-4,903,300 U.S. 09890.2500 ND METHOD IN ITIONS MUSING A 4,350,847 U.S. 09890.2600 SPEAKER FOR THE 07/856,944 U.S. 09890.3200 FOR THE 29/014,643 U.S. 09890.3217 FOR THE 29/028,239 U.S. 09890.3257 KER SYSTEM 08/177,080 U.S. 09890.3700	ISSUED	09890.3703	CANADA	2,198,113	PORTED LOUDSPEAKER SYSTEM
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A T FIELD AND T FIELD AND T FICIENT SUB- 4,903,300 FICIENT SUB- 4,903,300 U.S. 09890.2500 IN USING A 4,350,847 U.S. 09890.2500 FOR THE 07/856,944 FOR THE 29/014,643 U.S. 09890.3217 FOR THE 29/028,239 U.S. 09890.3257 FOR THE 29/028,239 U.S. 09890.3257			Ç	00117,000	AND METHOD
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A IT FIELD AND FICIENT SUB- 4,903,300 U.S. 09890.2500 ND METHOD IN ITIONS EQUENCY 4,638,505 U.S. 09890.2600 SPEAKER (AIN AND SUB- FOR THE 29/014,643 U.S. 09890.3217 FOR THE 29/028,239 U.S. 09890.3257	ABANDONED	09890.3700	U.S.	08/177 080	PORTED I DIMOREAKER SYSTEM
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A IT FIELD AND IT FIELD AND IN ITIONS IM USING A 4,350,847 U.S. 09890.2500 SPEAKER AIN AND SUB- FOR THE 29/014,643 U.S. 09890.3200 FOR THE 29/014,643 U.S. 09890.3200		0,0,0,0	Ċ.	4020,407	WEELER SPEAKER FOR THE
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND I FICIENT SUB- ND METHOD IN ITIONS MISSING A 4,350,847 U.S. 09890.2500 SPEAKER AND SUB- FOR THE 07/856,944 U.S. 09890.3200 FOR THE 29/014,643 U.S. 09890.3217	ARANDONED	00890 1257	211	70/076 720	MINISTER CHEAVED TOTAL
RATUS FOR 4,630,298 U.S. 09890.1900  ND HAVING A IT FIELD AND IN ITIONS MUSING A 4,903,300 U.S. 09890.2500  MUSING A 4,350,847 U.S. 09890.2500  SPEAKER FOR THE 07/856,944 U.S. 09890.2700	משמשטעונדט	07670.3417	U.S.	29/014,645	TWEETER SPEAKER FOR THE
RATUS FOR 4,630,298 U.S. 09890.1900  ND HAVING A I FIELD AND IN ITIONS BM USING A 4,350,847 U.S. 09890.2500  U.S. 09890.2500  U.S. 09890.2500  U.S. 09890.2500  U.S. 09890.2500  U.S. 09890.2600  U.S. 09890.2700  SPEAKER FOR THE 07/856,944 U.S. 09890.3200	ADANTONED	20000 7217			MM3000
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND FICIENT SUB-4,903,300 U.S. 09890.2500 ND METHOD IN ITIONS IM USING A 4,350,847 U.S. 09890.2600 SPEAKER AIN AND SUB-4,638,505 U.S. 09890.2700	ABANDONED	09890.3200	U.S.	07/856,944	TWEETER SPEAKER FOR THE
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND I FIELD AND IN METHOD IN ITIONS  MUSING A 4,350,847 U.S. 09890.2500 U.S. 09890.2700 U.S. 09890.2700					SPEAKERS
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND FICIENT SUB- 4,903,300 U.S. 09890.2500 ND METHOD IN ITIONS EM USING A 4,350,847 U.S. 09890.2600 EQUENCY 4,638,505 U.S. 09890.2700					SYSTEMS HAVING MAIN AND SUB-
RATUS FOR 4,630,298 U.S. 09890.1900 ND HAVING A I FIELD AND FICIENT SUB- ND METHOD IN ITIONS M USING A 4,350,847 U.S. 09890.2500 U.S. 09890.2500 U.S. 09890.2500 U.S. 09890.2500 U.S. 09890.2500					RESPONSE OF LOUDSPEAKER
RATUS FOR 4,630,298  U.S. 09890.1900  ND HAVING A  FICIENT SUB- ND METHOD IN ITIONS  MUSING A  4,903,300  U.S. 09890.2500  09890.2500  O9890.2500  O9890.2500  O9890.2500  O9890.2500  O9890.2500  O9890.2500  O9890.2500  O9890.2500	ISSUED	09890.2700	U.S.	4,638,505	OPTIMIZED LOW FREQUENCY
H- 4,630,298 U.S. 09890.1900 B- 4,903,300 U.S. 09890.2500 D 4,350,847 U.S. 09890.2600					PASSIVE RADIATOR
FOR 4,630,298 U.S. 09890.1900 VING A D AND THOD THOD	EXPIRED	09890.2600	U.S.	4,350,847	SUB-WOOFER SYSTEM USING A
4,630,298 U.S. 09890.1900 4,903,300 U.S. 09890.2500					STRUCTURAL PARTITIONS
4,630,298 U.S. 09890.1900 4,903,300 U.S. 09890.2500					FOR INSTALLATION IN
4,630,298 U.S. 09890.1900 4,903,300 U.S. 09890.2500					WOOFER SYSTEM AND METHOD
4,630,298 U.S. 09890.1900	ABANDONED	09890.2500	U.S.	4,903,300	A COMPACT AND EFFICIENT SUB-
4,630,298 U.S. 09890.1900					COUSTIC IMAGE
4,630,298 U.S. 09890.1900					REALISTIC AMBIENT FIELD AND
4,630,298 U.S. 09890.1900					REPRODUCING SOUND HAVING A
	ISSUED	09890.1900	U.S.	4,630,298	METHOD AND APPARATUS FOR
COUNTRY S&W REFERENCE	STATUS	S&W REFERENCE	COUNTRY	APP. NO./SER. NO./REG. NO.	TITLE

TRADEMARK

REEL: 003072 FRAME: 0265

ABANDONED	09890.4674	PHILIPPINES	1-2000-00019	IMPROVED LOUDSPEAKER MOUNTING SYSTEM
REGISTERED	09890.4620	TAIWAN	89-100035	IMPROVED LOUDSPEAKER
COMPLETE	09890.4616	PCT	PCT/US99/31244	MOUNTING SYSTEM
ABANDONED	09890.4600	U.S.	60/114,601	MOUNTING SYSTEM
SURRENDERED	09890.4200	U.S.	5,730,409	AUDIO SPEAKER WITH INTEGRAL BRACKET
PENDING	09890.4116	PCT	PCT/US96/13636	IMPROVED BASS-REFLEX LOUDSPEAKER
ISSUED	09890,4100	U.S.	5,696,357	IMPROVED BASS-REFLEX LOUDSPEAKER
ISSUED	09890.3736	U.S.	5,809,154	PORTED LOUDSPEAKER SYSTEM AND METHOD
PENDING	09890.3734	CHINA	95195235.8	PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE
ISSUED	09890.3728	BRAZIL	PI 9508771-0	PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE
ISSUED	09890.3717	U.S.	5,517,573 (CIP of 08/177,080)	PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE
	09890.3716	PCT	PCT/US95/10664	PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE
STATUS	S&W REFERENCE	COUNTRY	APP. NO./SER. NO./REG. NO.	TITLE

#### REEL: 002846 FRAME: 0104 **YRAMBGART**

Squamber 17, 2003 SKGF\_DC1\_1792AL\_1,DOC

Page 1 of 13

רב		=	=	!						_	
1865.9770.2300	]365.07BCB00	1865. <b>673.ESBO</b>	1965.071D(80)	165.07BCADD	(843.079000)	1865NZD0	1863CTQ1	1865CADO	1845AU00	18650000	
BOSONE	300003	BNOSOB	E080NE	BOSONE	EXOCUSE	<b>₽</b>	配	酌	宀	屳	
Registration	Regionales	Regimentos	Regimentes	Atmotored Application	r g	Z-jesu	À	ÌÌ	î.	Regimenton	
New Zasiand	UX	Spain	Germany	Consta	uş.	New Zesland	CIC	i.	America	US.	
	2545060	20065544/7	396210856	•	OPFSBARL		•	-	KIIT	75/100,599	
	124771995	1207/1995	85 <b>96</b> /] 996	1	\$66 Licory		1	-	9661APT	9661/8058	
307,385	2048080	2000554407	21085963	-	2016,312	269,027	t	1	721127	2,971,549	
ı	9661/12/60	1661/NEXO	9661/05/1	•	11/12/1996		ı	t	04/15/1997	06/17/97	
Egind	Legismod	لمستهدة	Registered	Abundand Application	Regiment	Espired	Abandrant Application	Abandonel Application	Registered	Espired	
Britannia formatament Comparatament	Brisson Investores Corposcies	Britansia breastate Carporation	Brigania Invetocent Corporation	Britania Sveptente Carporation	Britannia Investment Corporation	Brissein brustmett Cosperation	Britania Immanda Corporada	Britania Brasquest Carpensian	Brimens Investment Corporation	Brimmin Investment Comparation	
1				ľ	audio insignalers and electronic components, manely, emphifors, tuncrs receivers, and making and displail recording and phytical components	•	•	1		natio testigonism and observair temperate, namely, templifier, name, receiver, and make; and digital receiver, and playlack components	
•	•	۰	Ť	ı	9	٠	÷	1	•	•	
	מבימוענו	12/06/20	05/1/20		Addition of the last of the la				11/14		

U.S. and International Trademark Portfolio
In the Name of Britannia Investment Corporation

SCHEDULE II

**TRADEMARK** 

Page 2 of 13

	audio copagnente, mandy, specifica.  Standagogalect, audio promiente, actividing audio reference promiente, horre pantere specialest, nº france franter specialest, subrougien and partit and accounted therefor	Brimain Investment Corporation	PENDING Published 01/07/2001.			1306/2000	76/76.621	uş.	Applement	THE POLK PERFORMANCE ADVANTAGE	1865 0230000
Sec. 8 & 15 dat 1001/2008 (sea bar 0-401/2009) Sec. 8 & 9 dat 1001/2012 (sea bar 0-401/7013).	audic equipment, manely, indicer and guideon foundermakers	Britania Internet Capazzia	Depiere	10-01:2003	2629187	12/06/2000	76176.622	us us	Regulation	ATROM	1865 0220000
	ga-lize retail store sprives featuring ands opposent, namely, spetition, budgasiant, and members, adding author privates resource, forms familier speciality, reference feature spetiers, speciality, reference feature spetiers, submender, computer spetiers, submender, computer spetiers, submender, computer spetiers speciality, and petit and accessories therefore	Brigants Investoral Corporation	Abardaned Application	1	ı	14/19/2000	76149,595	บร	Application	•	1865 0130000
Rennel duc 03/16/2011	autho equipment, ramely, speakers	Brimasis investment Corporation	Registered	05/24/2002	2113355	63/18 <del>/</del> 01	2113335	CK.	Reguestion	Fχ	1865 OI ICTO
Sec. 9 & 15 dar 98/28/2007 (yest for 02/28/2005) Sec. 2 & 9 due 08/28/2011 (yest for 02/28/2011)	namely, qualars	Brimes browners Coppera	lagioned	ומבינבער	EKEDEL	C MB572000	76122,115	รถ	Capolition	ŦΩ	1865 01 10000
See 2 à 15 dae 2/30/2007 (van bar 04/20/2007) See 2 à 9 dae 02/20/2011 (van bar 04/20/2011)	greated nations, nationally, nationalists on the topic of nation exprisement	Britania irrestacts Corporaio	Registred	01/20/200	2,29,910	0002720400	75932,119	Sn	Regulation	THE SPECIALIST	1965 9050000
10 Oct.	Sec.										

Page 3 of 13

1865.035AE00 0000060 598 1865.035ANO 1865 03 50000 1665.035CN06 1865.039CA00 1865.0353800 LEAS DISTRICTOR 1865.035ARO ENTENDENCY LENS Grant Card diametral de Contraction pathered in of barraciton Day Con poll-sandle Dell'acception of Unand Arab Emerges S Sn 3 Nother hade New IL-registration No. 09376 (Co.: No. 17539) 76247,343 471,306 817305645 1,291,578 4. 7 94059779 PLI DOLL 0674/1994 05/10/1993 961/1/199 03/02/1977 04/27/2001 13616270 04-07/1993 12/15/1993 19/08/1993 2586923 W. C. 117305645 1,098,618 274,654 MANIBORI 1,064,701 7539 ŝ 05/23/1996 06/1 1/1993 2461/A010 12/10/1983 1215/1983 2001:5099 1109/1994 1029-1993 Registered Auginered.
Near change
Procedure is in
pagent with work
receive the Corolicate of
Registration until it is
completed. Re-explained filed Re-explained filed 11/19/2001 and graned 03/20/2003 -h the process of being Corporation 3 Sec B & 15 due 06/21/2006 (ptm lbw 1)/25/2006, Sec 8 & Sec 9 reserved due 06/25/2012 (ptm lbw 1)/25/2012) 05/23/2006 08/16/2004 Sec 8 & 9 due 08-08/2008 (stat bar 02-08/2009). 12/15/2003 12/19/2012 11/21/2004 10/29/2003 Reservations 5/10/2013

REEL: 002846 FRAME: 0106

September 17, 2003 SECOF\_DC1\_179244\_1DOC

#### REEL: 002846 FRAME: 0107 **TRADEMARK**

September 17, 2003 SKGF\_DC1\_179244\_1.DOC

DOMESTO SPET 1865.035/2500 1865 £33SKJROO 1865 03 SJP00 865 035[NOO 1865.035GB00 1865 035FR06 pullsandb **Dell'accordi** Opposed and the Contraction of the last Contraction dimencial Compelled Contraction of the Contraction o (pathamala (Innecling) **Carrie and Service** Application Registration Registration 1 Ī South Kores F 1 Great Bridge Germany France 3 5461683 59857-E6 067354786 577,165 Š 13433 18-13B 27.75 29.75 20.75 06/26/1993 9361/20/10 06/30/1993 06/02/1997 06/10/1992 01/25/1993 07/23/1993 2561/91/20 07/26/1993 1261/90/60 2111.775 0295890 953/1993 000550319 983,369 2003 B1525070 1,067,062 Pastrul reg. 1,471,289 08/12/1994 02/21/1989 02/21/1995 12/28/1993 1461/51/10 01/26/1995 09/06/1973 06/22/1999 846171180 PENDUNG

Request to Annual the
Drawing of the Mark to
the new stylistic version
has been filed. Registered Pending Rogerou Britaniis Irve Corporation Britannia Investment Corporation Britannia In Corporation loadspeakers, selevoliers, amplifiers, compater sound reproduct on equipment, compater video transacts, compate taryloands, coupeards, coupeards, coupeards, coupeards, compater sound tarambies, medium, compater sound sound recording and reproducing apparatus; pers and findings for all the storesand goods ı 1 7 0172572005 09/30/2001 02212009 12/21/2003 06/11/2013 C1-25/2010 0614200I 96/02/2007

Page 4 of 13

**KEEL: 002846 FRAME: 0108** 

spensher 17, 2003 KGF\_DC1\_1792+4\_1 DOC

	_							
1865.03680000	CONTYNO 5911	00NAS(0'598)	1165 0357500	1165 03550	1865.035RL'00	Hes of sprice	00v45[0:598]	
pollagrafile	on printegral	Ognestin	polkandb	(व्यक्तिकार्यीक	pathendio	pallendis	व्यक्राज्याच्य	
Į.	minima.	Regulation	Registration	Registration	Regirvation	Application	Regulation	
Ĭ	Ammerika	Vietness	Venetucia	Saudi Araba		Palastan	Pauma	
05111	360010	PLLOT	6812/81	19299	90564005	120104	072846	
06/06/1992	08/01/1991	11/24/1994	1151/140/10	11/11/1992	EGGLFOTI	04271393	P661/ED/OI	
16,708	A340810	נא וו	110164-F	ISPEC	129134	120104	972846	,
06/06/1992	0.V1.S73995	SESTICTUD	09/24/1984	07/19/1993	07/LW1995	06:25:2003	02/01/1996	1
Registered (named)	Regulated (Hancoval)	Regional	Raginared	Expired Not to be venewed. A new explication for the word much POLK AUDIO has been filled in Sandi Arabia per thant's notifications.	Angiornel -In the process of lesing reaconal. Request to Annual the Deswing of the mark to the new system writing of the mark to be neighbor of the	Registered In the process of being regionally due by April 27, 2000. However, passes the engineerin hard not insued, the dendline was command until the engineerin these organization	Registrat	
Orperation	Outpuration Comparation	Drimenia Investment Corporation	Britansia Investment Corporation	Brimpi Irvetheri Cuperaion	Briannis Investment Corporation	Princis Investment Copperation	brizania Investment Corporation	
eudio les Inpuders	autic species	•	1	1	1	4	1	
•	•	,	1.	ı	,	•		
04-94-2013	04-0:200\$	11/24/2004	09/24/2019	1	11042003	942772015	CL/CB/20046	

Page 5 of 13

#### REEL: 002846 FRAME: 0109 **TRADEMARK**

Spinsber 17,2003 SIGE\_DC1\_179244\_1 DOC

1865.036DK00 1865 034CQ00 1865.036CN00 165.036F500 165.036E000 1865.036ECD0 865 03KDE00 1865 03602.00 1865 036CH00 1965 034BXOU STATE OF THE PARTY or a constitution of the c **Application** るので or the state of Selection of the select **Parameter Company** Regulation Beachin Some Germany Switterland ¥. 9 9 ş 07902/1989 P40416/9w2 92 374,362 94059790 219,324 יאנוע 0736191 1529427 1380 29347 01/26/1993 09/04/1992 **62/07/1990** 10/24/1989 12/06/1990 11/07/1989 10/23/1989 04/72101 1529427 00530/1992 20%6673 15435 W3567 M1.347 28-60EE 412,435 D1/31:1992 166166711 01/31/1994 0901.1990 05/21/1996 16671200 1661/50/11 12/16/1992 Registered Removel Application Sted 12/16/2002 Represed PERDING Есрией периявано Registered (reserved) Britania Inc Corporation In 12/16/2007 ושמימשונ F0051510 09099000 11/07/2009 02/07/2010 10/23/2009 05/23/2006 ſ

Page 6 of 13

## KEEL: 002846 FRAME: 0110

Spiember 1\*, 2003 SIGE\_DC1\_179244\_1.DOC

1865.036NQ00 1865 036GBOU 1865.036PAGO 865.036AZD0 165.036MY00 1865.0361700 1865.036ID00 1865 036HN00 1865 036FR00 1165 036F300 of lands STATE OF THE PARTY Called States **Application** Chambre **Calmente** Shirt of the same **Chillips Colonial** Reportation Registration Maleysia Hory Korg Great Brown in the New Zool Normally. Ē 974771 305437 195201 276,123 25872 C/89 829054 96.0gs DESTENSA 14114 FKK 96614363 03/13/1995 01/11/1990 1023/1989 10/15/1990 11/17/1989 02/19/1990 11/10/1994 02/05/1990 03/06/1996 1024/1989 10/25/1989 B205437 ונשים 145192 9000421 573545 276,824 63357 1110018 96614363 11/14/1996 10/25/1993 05/22/1991 0\$/11/1992 05/05/1991 08/23/1993 07/01/1992 10/29/1992 03/05/1996 12/20/1991 10/31/1995 Registered (izaniwal)
Reserved 01/11/1997
Reserved Cartificate
sissued 69/29/2001 (pc\*d
12/20/2001) per FA ou 62/36/2002 no 'non-sax trat' is due Registered (reserves) Renewed registration expendent benefits CHARLE Britania in Corporation sound recording and suproducing apparatus; perts and frangs for all the aforesaid, all welladed in Class 9 1102/11:10 11/17/2009 05/23/2011 06/29/2012 3002,01/11 16251/01 10/31/2005 02/05/2011 03.05/2006 10747906

Page 7 of 1

#### REEL: 002846 FRAME: 0111 *YRADEMARK*

September 17, 2003 SKGP\_DC1\_179244\_;:DOC

1965 0 390000 1945.0390000 186: 0370000 1865.03STH00 186° 036° YOO 1865 036PH00 Ŧ SPEED MATCHING (SIM & SPEED MATCH) BIG SYSAKEL THOE BIG SYSAKEL De la constante 是是国 of the last Pallagrafia 1 STATE OF THE PARTY STATISTICS. S S Vietna 7) it spines E. Š Paragraphic Street 7461930 75500,662 74696,817 29773 \$10169 9234 71 **67389** 07/83/1995 9661:1060 97661.60M0 02/10/1990 07/211987 1026/1989 06101990 51991 #61.P1/15 766 LTD/C 2111,057 2274,498 1,948,714 B1039/10 230234 646 VI C/80 966191110 11,04/1997 07/17/1995 18/27/1987 02/14/1992 1013/1995 20012110 166 1/1940 Registered
Funds Year Affidated of
Use Field 01/13/2003 Fithersh year Allidevel of Use due browner 0.7/13/2007 and 0.7/13/2008 Expend registrator Cappenin Curpose inve See 1 & 17 des (me her Sec. 8 dt 15 dec 11/04/2003 (met ber 05/04/2004) Sec. 8 dt 9 dec 11/04/2007 (met ber 05/04/2008) 11:24:7004 07/22/2007 Olity2012 15°
Analyerany Affidavet of Use or 'Go-Use or 'Go-Or 'Go-Use or ' 02 10/2007 10:13/2005

Page 8 of 13

#### TRADEMARK

SQUEDOC; 179244\_1.DOC

Page 9 of 13

1221/2012	Ľ		Britannia Inventoria Corporation	Registered (Extremed 07/03/2002)	CZ/13/1995	907113773	12/23/1992	92/11373	South Africa	Najieroja	סובג אונסינס	1965 043ZA90
	•			Perding			grante.	78070	Saudi Arzbia	Application	DOGNY XTOA	OVSEP0 5981
03-1272012			Butanis Incance Corporates	Registered Christicate of Renormal rec'd 03/23/2003	08/04/1997	353964	03/12/1 <del>9</del> 92	IJ4933	Maxim	Legistrature	DOTK YOU	1865 943ACXCC
08/01/2008	•		Brousis Inversem Carporaien	Regulated	1661:10/80	A560#09	1661/10/10	560809	Audiralia	Reguestion	POLK AUDRO	1865.043.AU00
Sec. 8 & 15 duc 06/39/2004 (see the 12/06/2004) Sec. 8 & 9 duc 06/08/2008 (see the 12/09/2004)	•0	leadige storn	Brizmas Investment Corporation	Repaired	06/09/1998	2,163,217	07/03/1 <b>996</b>	75/129,394	US	Regulation	מומוי אומי	1865.0430000
Sec 8 & 9 due 02/11/2007 (see bar 00/11/2007)	•	loudypealors	Estarati livestavent Corporatos	Registered Section 8 Declaration (field 02/1/2003) Registerium 8 Declaration accepted on 04/04/2003 - Notice of Acceptance reported 04/02/2003	02/11/1997	2,077.866	07/03/1 <b>99</b> 5	74696,\$19	vs	Registration	PERFORMANCE WITHOUT LIMITS	1865 0420000
Sec 8 & 9 duc 01/17/2004 (see her 07/17/2004)	•	ludgesters	Britannia Investment Corporation	Regiment -Alien to importagine per client's fentroction of 6722/2003	01/17/1964	1,364,111	1201-1902	73404,332	es.	Regionales	1 VGS	1845 0410000
Sec 3 & 15 due 11/6/2005 (seat bar 05/16/2005) Sec 3 & 9 dec 11/16/2009 (seat bar 05/16/2010)	٥	arraying and conducting competences annohing the impalitation of cameror electronics products in wheelts	Neima Instant Carporation	Represent	เมาเชา	1,797,603	D661-70/60	75549,883	υş	Regulation		1845.0400000
	14 14 15 15 15 15 15 15 15 15 15 15 15 15 15			:(								

# REEL: 002846 FRAME: 0443

Page 10 of

11 '14/2006	•		Britania brantnak Cerpendan	Agend	11/14/1996	74770	<b>08</b> /12/1981	74770	Present	Aggermion	polls	1863 045FAOO
05/31/2004	11-41	quature, other poets belonging to this class	Britage is Investment Corporation	Agenral	0531/1994	763838	91/30/1992	\$16592		Registrator	polls	1165 ûs SIPOD
10/31/2005	•		Brissels Investment Corporation	Registered per FA on 0726/2002 no "tennest for" is dan	\$661,1E0t	197.0	11/10/1994	E297#4	Hondwas	legistraen	polls	1965 Ov.5H2400
10:70-2033			Bringsis Involuent Corposión	Registered	10/31/1992	663454	08/31/1992	***************************************	Own	Regulation	polla	1865 045CN00
11/24-2004	•		Brimasia Investment Corporation	Regulated	07H7H995	נעניו	11/24/1994	20 772	Victrum	Repression	POLK	00k/APY0 5981
01-07:2006	•		Britansia Investment Carperation	Registered	966 L/B0/10	96/604.787	C1/06/1996	96/604787	France	Repairation	NOLK	1865 9447700
06202012	•		Brimania levestrant Corportire	Registered	B661/E1/50	043502	06/20/1992	SJX02	z60g	Registration	NOLK	1865 0MEG00
06/06/2013	•		Brimenia broadment Corporation	Registered	06/06/1992	13270	06/06/1992	21851	Brance	Registration	POLX	1865.0×48N00
08/01/2008	•		Britania levestment Corporation	Registered	08/01/1991	A560808	1661/10/20	360 <b>808</b>	Auctries	Registration	NOCK	1865 0444,000
03/11/2012	•		Britania brestment Carperaien	Regimenel	05/01/1992	141942	11/13/1991	IGIEDSHA	Austra	Registration	NON	1865 044 7700
Ser. 8 & 15 due 09/22/2004 (586 bar 03/22/2005) Ser. 8 & 9 due 09/22/2008 (sex law 03/22/2009)	•	budspalers	Brimasa Brustmert Corporation	Ĩ	09/22/1998	2.190,694	CM2/1997	75/259,247	c,	Regulation	Ž,	1861 0440000
				The second secon	Table Sec							

#### KEEL: 002846 FRAME: 0114

September 17, 2003 SEGF\_DC1\_179244\_1.DOC

1865 049[1,00 18'S DASTWOC 1865.0510000 1865 0300000 1865,0530000 1465.0521/2000 1865.0520000 THE SPEAKER SPECIALISTS HICK VELOCITY COMPRESSION DRIVE HIGH VELOCITY COMPRESSION DRIVE THE SPEAKER DYNAMACE POWER PORT POWER PORT विवास Tools 7 S.D Tarvan Ę č 2 ũ South Kare South Kerra 1 LALISTEN. 97-29145 74676.001 74696,811 73406,935 391 (56) **18**1454 1303 06/25/1997 C\$401/1997 P61/1/04 03/24/1902 05/17/1995 \$661ADVC 66/25/1997 C1/10/1991 66/19/1992 12/22/1982 SME. 2,009,655 1,221,979 Kiro 2,051,479 1,367,826 **897507** 04/08/1997 40/19/1994 09/03/1995 02/21/1944 166 LP LAG 10/03/1998 10/13/1995 10/02/1998 10/22/1996 Registered Sec B&15 reminder sent to chest on 01/14/2003 Chan decided not to fite Appeal Brief Watching register to tot of Nationalts reserve at registration for the POWEMPORT mark. Bringsia (svestment Curporation Capparain II offers and loudsporters Sec. 8 & 15 day 0.001,2003 (sec bar 1006,2003) Sec. 8 & 9 day 0.001,2007) (sec bar 1001,2007) Sec. 8 & 9 dat COJ/SCOOM (max ber CBV/SCOOM) Sec. 3 & 9 dec 02/2 (2004 (35% bar 04/2 (2004)) (10261/90 06/31/2010 (966 bar 08/28/2011) 10/11/2005 14/07/2006 10/02/2006

Page 11 of 13

### RFEI - 009846 FRAME: 0416

æ\_DC1\_179244\_1.DOC

1865.089KJR00	1865.0590000	1965 05900000	1865 0570000	1365 056KR00	1863 055/0001	1865 0540000	
XDA	SADIANT	SIGNATURE REFERENCE THEATER	NOLLTHON EN DICHTAL	איכט	<b>S</b> X1	9	
ucosardor.	Aberdoned Application	Registration	Registration	Registration	Registration	Registration	
South Kores	บร	us	us	South Korm	Sn	υs	
<b>86235119</b>	ţ	74614.102	75597,679	97-29144	75191,772	130,ECK.	
11/19/1943	1	M61/22/21	12/01/1998	06/25/1997	966 LA LY IL	\$361.91.58	
198361		2,112,626	2,42,291	24198	מסכבוונג	1,414,773	
06(1/91/90	,	11/11/1/997	06/19/2001	10402/1998	11/11/1997	1921/1986	
ajiera	notice in the contract of the	Registered Sec. 8 & 15 resinder sect to cleant on 01/14/2003	Regionel	Registered	Regimend See &&15 reminder sees to clical os 01/14/2003	2	
Britania treatment Corporation	Britzania Investment Corporation	Britania Investment Carporation	Brizania Investment Copuration	Britania bressent Carpotent	Britzeni Investment Carporates	Brigges bresser Carporates	
		busingselers for home unt	budgenkers		hodepsakers		
	1	٠	٠	-	•	۰	1
010291/80	,	Sec. 1 & 15 dec 11/1/2003 (mar her 05/1/2004) Sec. 1 & 9 dec 11/1/2007 (mar her 05/1/2008)	Sec. 8 & 15 dae 06:19/2007 (sec law 12/19/2007). Sec. 8 & 9 due 06:19/2011 (sec law 12/19/2011)	10-02/2006	Sec. 3 & 15 day 13/1/2003 (state bar 05/11/2004) Sec. 8 & 9 day 13/1/2007 (state bar 05/11/2008).	Sec. 1 & 9 dur 10/21/2006 (stat her 04/21/2007)	
	SDA Registration Sweek Korne 8823599 11/191988 198301 09/16/1990 Registrated Comparison Comparison	SUBLICART Aberdoned U.S. — — — Abendoned Application Britainia Immediate Composition SUBLICARD Application Service Korner SECSSES 11/191983 198301 00/16/1990 Registered Composition SUA. Registerior Service Korner SECSSES	SCHATURE Repletation U.S. 74614102 12721994 2.113,626 in 1/1/1997 Regulated Sec. 8 d.15 required service for closed on 1/1/2003 in 1/1/200	RADIOTIAL Reparation U.S. 7597,679 2.462,291 06/197201 Regissave Companion Distribution 9  SECHATION Reparation U.S. 74614102 1222/1994 2.112,626 11/11/1997 Regissave Sect 6.11 resistories for least of each sect o	NYCD Registration Seath Karm. 97-29144 04/25/997 424196 10/02/1998 Registrated Comparison: Disciplination Seath Karm. 97-29144 04/25/997 2442,291 04/19/2001 Registrated Comparison: Disciplination Seath Karm. 99-25/27/27/27/27/27/27/27/27/27/27/27/27/27/	STT   Registration   U.S.   25197772   11/13/1996   21/12/00   11/17/1997   Registrate   Registrate   Registration   U.S.   2529/277   12/17/1997   244/195   10/02/1998   Registrate   Registration   U.S.   7529/277   12/17/1998   244/2391   06/17/2001   Registrate   Registration   U.S.   7529/277   12/17/1998   244/2391   06/17/2001   Registrate   Registration   U.S.   74/44/402   12/22/1999   24/42/291   Registrate   Registration   U.S.   74/44/402   12/22/1999   24/12/295   11/17/1997   Registrate   Registrate   Registration   Registrate   Registration   Registrate   Registrate   Registration   U.S.   74/44/402   12/22/1999   24/12/295   11/17/1997   Registrate   Registrate   Registration   Registrate   Reg	STIT Registration U.S. 25197/72 11/1976 21/12/20 11/1979 Registration Comparison Stand Komm 97/29/44 04/27/97 Q4/96 21/12/20 11/1979 Registration Comparison Stand Komm 97/29/44 04/29/97 Q4/96 10/20/99 Registration Comparison Stand Komm 97/29/44 04/29/97 Q4/96 10/20/99 Registration Comparison Stand Komm 97/29/44 04/29/97 Q4/96 10/20/99 Registration Comparison Stand Komm 97/29/44 10/20/997 Q4/98 10/19/99 Registration Comparison Stand Komm 97/29/44 10/29/997 Q4/98 10/19/99 Registration Comparison Stand Registration Comparison Comparison Stand Registration Comparison Compari

ge 12 of 13

Page 13 of 13

1865 9770000 1865.075MX00 1145 0740000 RADIANT SURROUND FIELD STERBO/DIMENSI ONAL ARRAY United States Monos S 299,603 73/404,331 75/252,715 06/26/1997 03/06/1997 12/01/1962 פירנונגב DLCT10 1,298,466 03/23/1999 997992000 Sec. 8 & 15 dec 03/23/2003 (sec bur 06/23/2003) Sec. 8 & 9 dus 03/23/2009 (sec bur 06/23/2009) Sec. 8 & 9 dus 18/23/2004 (sec bur 04/03/2005)

REEL: 002846 FRAME: 0116

# OOTT SEEL! OOS46 FRAME: 01

**RECORDED: 10/22/2004** 

# U.S. and International Trademark Portfolio Polk Investment Corporation In the Name of

Polk Audio, Inc.

				Commence of the control of the contr			7. 6	
73/117,658	0302/1977 1,090,617	1,096,617	01/01/1978	03-06/1978 Expired registration	Polit Investment Corporation	lou <b>depesi</b> ars	•	
_	•	ı	•	Expired Registration	Polit Investment Corporation	•	J	
73/2,9,263	117151979 1,179,910		12/01/1941	12/01/1941 Expired regularation	Pulk Investment Corporation			•

POLICETAND