

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klipsch, Inc.		08/28/1997	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	Klipsch, L.L.C.		
Street Address:	3502 Woodview Trace		
Internal Address:	Suite 200		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46268		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72291163	CORNWALL II	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-237-0300		
Email:	intead@bakerd.com		
Correspondent Name:	Stephanie A. Hale		
Address Line 1:	300 N. Meridian St.		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	KAT-T003		
NAME OF SUBMITTER:	Stephanie A. Hale		
Signature:	/sah/		

OP \$40.00 72291163

Date:

01/24/2007

Total Attachments: 1

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

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

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

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


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

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

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

KLIPSCH, INC.

KLIPSCH, L.L.C.

By: 
Fred S. Klipsch,
Chairman

By: 
Fred S. Klipsch,
President