

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103-342 (3)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 22, 2008

- Assignment
- Security Agreement
- Other Intellectual Property Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Klipsch Group, Inc.

Internal _____

Address: _____

Street Address: 3502 Woodview Trace

City: Indianapolis

State: IN

Country: USA Zip: 46268

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Indiana
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40


- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:



Signature

5/2/08
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule I

UNITED STATES TRADEMARKS

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TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
Cornwall II	867,849	4/8/69

TRADEMARK APPLICATIONS

-None

TRADEMARK LICENSES

-None

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INTELLECTUAL PROPERTY RELEASE

THIS PATENT, TRADEMARK AND COPYRIGHT RELEASE (collectively, this "Intellectual Property Release"), is made as of April 22, 2008 by JPMorgan Chase Bank, N.A. ("JPMCB") under that certain Trademark Security Agreement, dated as of August 14, 2006 (the "Trademark Security Agreement") by and between Klipsch Group, Inc., an Indiana corporation (the "Grantor"), and JPMCB, acting in such capacity as Administrative Agent ("Administrative Agent") for the lenders ("Lenders") from time to time beneficiaries of the Trademark Security Agreement. Capitalized terms used herein without definition shall be defined in the manner set forth in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, Administrative Agent and Grantor are parties to the Trademark Security Agreement, pursuant to which Grantor has granted a security interest to Administrative Agent in certain intellectual property collateral, as security for certain obligations owing by Grantor to Administrative Agent under that certain Credit Agreement, dated as of August 14, 2006 and amended and restated as of June 29, 2007, by and among the Grantor, the lenders party thereto and the Administrative Agent, including the Patent Rights and Patent Licenses, Trademark Rights and Trademark Licenses, Copyright Rights and Copyright Licenses (as defined below) set forth on Schedule I thereto and hereto (the "Intellectual Property Collateral");

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on February 22, 2007 at Reel 3489, Frame 0358 (trademark rights); and

WHEREAS, Grantor has requested that Administrative Agent release its security interests in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby terminates, cancels and releases its security interest in all of the Grantor's right, title and interest in and to all of the following, all rights in and to which shall immediately revert to Grantor, and its successors, legal representatives and assigns, all Intellectual Property Collateral, including, without limitation, the following rights including those listed on Schedule I hereto:

- (a) all inventions, and all United States patent applications and all divisions, renewals and continuations thereof, and all Patents of the United States that may be granted thereon and all reissues thereof; and all rights for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed or granted for such inventions in any country or countries other than the United States, together with the right to file such applications and the right to claim for

CHI:2040698.2

the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all extensions, renewals and reissues thereof (the "Patent Rights") and any licenses relating thereto ("Patent Licenses");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions and renewals thereof (collectively, the "Trademark Rights") and any licenses related thereto ("Trademark Licenses"), and all goodwill of the business connected with the use of, and symbolized by, each trademark identified on Schedule I attached hereto;

(c) all copyrightable works of authorship, and all copyright applications or registrations relating thereto ("Copyright Rights"), and any licenses relating thereto ("Copyright Licenses"); and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and future infringement or relating to royalties, of any Intellectual Property Collateral, or for injury to the goodwill associated with any of the Trademark Rights including those identified on Schedule I.

2. Administrative Agent hereby authorizes and requests the Director of the Patent & Trademark Office of the United States of America, the Registrar of Copyrights of the U.S. Copyright Office, and the appropriate officers of all other jurisdictions in which any of the Intellectual Property Collateral is in force, or for which application or registration has been made, to record this Intellectual Property Release to demonstrate the release by Administrative Agent of the security interest in Grantor's Intellectual Property Collateral, under the relevant laws of the United States or any other jurisdictions.

3. Administrative Agent will, at the expense and request of Grantor, execute and deliver, or cause to be executed and delivered, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Intellectual Property Release of the Intellectual Property Collateral, to effectuate and validate this Release.

IN WITNESS WHEREOF, Administrative Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: DAVID J. HAUS
Title: VICE PRESIDENT

KLIPSCH GROUP, INC.,
as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, Administrative Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

KLIPSCH GROUP, INC.,
as Grantor

By: *Steve Paul Jacobs*
Name:
Title:

Schedule I**UNITED STATES TRADEMARKS**

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<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
Cornwall II	867,849	4/8/69

TRADEMARK APPLICATIONS

-None

TRADEMARK LICENSES

-None

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May 1, 2008

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #18103/342 – JPMorgan/Klipsch

Dear Commissioner:

Enclosed is an Intellectual Property Release. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$40 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures