

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 (2)

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

**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

**9. Signature:**

Laura Konrath  
Signature

Date

Name of Person Signing

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

**6. Total number of applications and registrations involved:**

24

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615**

- 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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$615.00 232428 78588527

**UNITED STATES TRADEMARKS***Continuation  
Items*

## TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Registration #</b>	<b>Registration Date</b>
Aragon	1,472,959	1/19/88
Klipschorn	2,976,218	7/26/05
Pro Media	2,572,669	5/28/02
Tractrix	1,738,920	12/8/92
Pro-Media	2,491,900	9/25/01
Klipsch	978,949	2/19/74
PWK	762,239	12/31/63
Klipsch	2,917,215	1/11/05
Acurus	1,799,195	10/19/93
Forte	1,530,634	3/21/89
La Scala	862,324	12/24/68
Heresy	970,067	10/9/73
PWK	1,175,983	11/3/81
Belle Klipsch	1,873,711	1/17/95
Controlled Dispersion Technology	2,974,879	7/19/05
Diamond Pro Media	2,495,484	10/9/01
A Legend in Sound	1,879,605	2/21/95
Klipsch Synergy Series	2,268,056	8/10/99

## TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Serial #</b>	<b>Filing Date</b>
I ROAM	78,588,527	3/16/05
Klipsch	78,223,977	3/11/03
I GROOVE	78,588,495	3/16/05
IFI	78,495,315	10/6/04
AVW	78,874,658	5/2/06
Mosaic	78,900,430	6/5/06

## TRADEMARK LICENSES

-None

1,2

**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 (i) that certain Trademark Security Agreement, dated as of August 14, 2006 (the "Trademark Security Agreement") and (ii) that certain Patent Security Agreement, dated as of August 14, 2006 (the "Patent Security Agreement" and, together with the Trademark Security Agreement, the "Security Agreements"), each by and between Klipsch, L.L.C., an Indiana limited liability company (the "Grantor"), and JPMCB, acting in such capacity as Administrative Agent ("Administrative Agent") for the lenders ("Lenders") from time to time beneficiaries of the Security Agreements. Capitalized terms used herein without definition shall be defined in the manner set forth in the Security Agreements, as applicable.

WITNESSETH:

WHEREAS, Administrative Agent and Grantor are parties to those certain Security Agreements, pursuant to which Grantor has granted a security interest to Administrative Agent in certain intellectual property collateral, as security for certain obligations owing 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 Klipsch Group, Inc., an Indiana corporation, 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 3488, Frame 0678 (trademark rights);

WHEREAS, the Patent Security Agreement was recorded by the United States Patent and Trademark Office on February 22, 2007 at Reel 018923, Frame 0963 (patent 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 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.

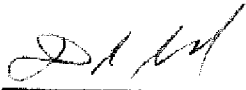
3. Administrative Agent will, at the expense and request of Grantor, execute and deliver, or cause to be executed and delivered, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Intellectual Property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

CHI:2040746.2

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. Ward  
Title: vic. President

KLIPSCH, L.L.C.,  
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, L.L.C.,  
as Grantor

By: *Mustapha Jacobs*  
Name:  
Title:

**Schedule I****UNITED STATES PATENTS**

## ISSUED PATENTS

<b><u>Description</u></b>	<b><u>Patent #</u></b>	<b><u>Date Granted</u></b>
Loudspeaker having horn loaded driver and vent	5,898,138	4/27/99

## PATENT APPLICATIONS

<b><u>Description</u></b>	<b><u>Application #</u></b>	<b><u>Date Filed</u></b>
Subwoofer with automatic calibration and room equalization	60/703625	7/29/05
Loudspeaker assembly having a folded bifurcated vent tube	10/774022	2/6/04

## PATENT LICENSES

-None.



**UNITED STATES TRADEMARKS**

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## TRADEMARK LICENSES

-None

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