

TO: LAURA KONRATH COMPANY: *****

Winston & Strawn

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05-16-2008



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Re
5/15/08

Form TTO-15M (Rev. 07/05)

USPTO Collection 0851-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY** 18103-342-8

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

<p>1. Name of conveying party(ies): Klipsch Group, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State: <u>Indiana Corp.</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance (Execution Date(s) : Execution Date(s) <u>April 22, 2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMorgan Chase Bank, N.A.,</u> Internal _____ as agent Address: _____ Street Address: <u>1300 E. 9th Ave.</u> City: <u>Cleveland</u> State: <u>OH</u> Country: <u>USA</u> Zip: <u>44114</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>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) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____</p>	
<p>6. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u></p>	<p>8. Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>190</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u></p>
<p>9. Signature: Signature _____ Date <u>5/15/08</u> Name of Person Signing <u>Laura Konrath</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: </p>	

Documents to be recorded (including cover sheet) should be faxed to (871) 273-8160, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22315-1458

CH 5190.00 232428 3032404

Continuation
Item 7

Schedule 1

TRADEMARKS:

TRADEMARK	COUNTRY	APP/REG. NO.	APP/REG. DATE
JACOBSEN & MORTENSEN *	United States of America	3032404	20-Dec-2005
JAMO*	United States of America	3050938	24-Jan-2006
JAMO**	United States of America	1154672	19-May-1981
JAMO LET'S GET PERSONAL**	United States of America	2717736	20-May-2003
PJ (Stylized)**	United States of America	2901661	9-Nov-2004
SOUNDCATALOGUE**	United States of America	2786829	25-Nov-2003
SOUNDMATRIX**	United States of America	2927095	22-Feb-2005

TRADEMARKS PENDING:

-None

TRADEMARK LICENSES:

-None

* Registered owner of Trademark is Jamo International ApS, though Trademark is actually owned by Grantor. Grantor has covenanted pursuant to Section 5.13(e) of the Credit Agreement to file assignments with the United States Patent and Trademark Office within 90 days of the Effective Date to properly reflect this ownership.

** Registered owner of Trademark is Jamo A/S, though Trademark is actually owned by Grantor. Grantor has covenanted pursuant to Section 5.13(e) of the Credit Agreement to file assignments with the United States Patent and Trademark Office within 90 days of the Effective Date to properly reflect this ownership.

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 22, 2008, is between Klipsch Group, Inc., an Indiana corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Secured Creditors" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 22 day of April, 2008.

KLIPSCH GROUP, INC.
By: [Signature]
Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the
Secured Creditors

By: _____
Title: _____

ACKNOWLEDGMENT

State of Michigan)
County of Macomb) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Klipsch Group, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

[Signature]
Notary Public

Signature Page to Trademark Security
Agreement

04/21/2008 11:35

216-781-2071

CHASE BUSINESS CREDIT

PAGE 02/08

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 20 day of April, 2008.

KLIPSCH GROUP, INC.

By: _____

Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the
Secured Creditors

By: DAM

Title: Vice President

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Klipsch Group, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

Signature Page to Trademark Security
Agreement

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WINSTON & STRAWN LLP

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WASHINGTON, D.C. 20006-3817

(312) 558-6352

May 5, 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 Group

Dear Commissioner:

Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$190 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

TO: LAURA KONRATH COMPANY: WINSTON & STRAWN LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



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MAY 08, 2008

PTAS

LAURA KONRATH WINSTON & STRAWN LLP 35 W. WACKER DR. CHICAGO, IL 60601

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700370182

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.

- 1. OUR OFFICE DO NOT RECORD INTERNATIONAL TRADEMARKS.
2. THE PROPERTY NUMBER PROVIDED CAN NOT BE LOCATED IN THE PATENT AND TRADEMARK RECORDS.

TONYA LEE, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

Handwritten notes: 'VALID U.S. #'s.' and 'YES THEY ARE' with a circled question mark.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov