

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klipsch Group, Inc.		04/22/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	LBC Credit Partners, L.P., as Administrative Agent		
Street Address:	Cira Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1154672	JAMO	
Registration Number:	2717736	JAMO LET'S GET PERSONAL	
Registration Number:	2927095	SOUNDMATRIX	
Registration Number:	2786829	SOUNDCATALOGUE	
Registration Number:	2901661	PJ	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, IDAHO 60603		
ATTORNEY DOCKET NUMBER:	6030.007		

OP \$140.00 1154672

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/10/2008
Total Attachments: 5 source=Klipsch Trademark Security Agreement#page1.tif source=Klipsch Trademark Security Agreement#page2.tif source=Klipsch Trademark Security Agreement#page3.tif source=Klipsch Trademark Security Agreement#page4.tif source=Klipsch Trademark Security Agreement#page5.tif	

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 LBC Credit Partners, L.P. (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 as agent for the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all of 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as First Priority Representative, Secured Party, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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 22nd day of April, 2008.

KLIPSCH GROUP, INC.

By: Fred S Klipsch

Title: _____

Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors

By: _____

Title: _____

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

KLIPSCH GROUP, INC.

By: _____

Title: _____

Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors

By:  _____

Title: VAO _____

Schedule 1

TRADEMARKS:

TRADEMARK	COUNTRY	SERIAL 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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