

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
Indy Audio Labs, L.L.C.		03/24/2009	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Klipsch, L.L.C.		
Street Address:	15561 Declaration Drive		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74357604	ACURUS	
Serial Number:	73662488	ARAGON	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	mfrisby@btlaw.com		
Correspondent Name:	Mary Jane Frisby		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	48735-1		
NAME OF SUBMITTER:	Mary Jane Frisby		
Signature:	/mjf/		

CH \$65.00 74357604

Date:

04/02/2009

Total Attachments: 7

source=Indy Audio Labs#page1.tif

source=Indy Audio Labs#page2.tif

source=Indy Audio Labs#page3.tif

source=Indy Audio Labs#page4.tif

source=Indy Audio Labs#page5.tif

source=Indy Audio Labs#page6.tif

source=Indy Audio Labs#page7.tif

GENERAL ASSIGNMENT AGREEMENT

THIS GENERAL ASSIGNMENT AGREEMENT (the "Assignment") is made as of March 24, 2009 by and between Indy Audio Labs, L.L.C. an Indiana limited liability company ("Indy Audio") and Klipsch, L.L.C. an Indiana limited liability company ("LLC").

WHEREAS, LLC agreed to sell to Indy Audio certain assets, including Intellectual Property (hereinafter defined), together with the goodwill of the business symbolized thereby, pursuant to a certain Letter Agreement dated December 19, 2008, as amended ("Asset Agreement"); and

WHEREAS, LLC has this day transferred all of its right, title and interest in the Intellectual Property to Indy Audio; and

WHEREAS, Indy Audio, with its principal offices at 15561 Declaration Drive, Westfield, IN 46074 is desirous of acquiring such Intellectual Property and all rights thereto, together with the goodwill of the business symbolized by the Intellectual Property;

WHEREAS, among other reasons, the parties hereto are desirous of executing a document for purposes of recordation with the United States Patent and Trademark Office recording title in and to the Intellectual Property consisting of U.S. trademarks in the name of IAL; and

WHEREAS, the parties desire to execute this Assignment to effectuate the transfer of the registered trademarks listed on Exhibit A (the "Intellectual Property");

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

1. Transfer of Rights. LLC hereby assigns to Indy Audio all right, title and interest in and to the Intellectual Property, together with the goodwill of the business as symbolized by said marks, and any registrations therefor.
2. LLC Power of Attorney. Pursuant to the transfer of the rights to the Intellectual Property in Section 1 above, LLC hereby appoints Indy Audio its attorney and agent for it and in its name, place and stead, with full power of substitution and revocation, to do any and all things and acts necessary in connection with asserting Indy Audio's ownership rights to the Intellectual Property, including, but not limited to, recording assignments, prosecuting applications, filing the necessary papers for a change in name of any registration or application and making the necessary renewal, maintenance and application payments.

3. LLC Assurances. LLC agrees to execute any additional documents necessary for the transfer of ownership of the Intellectual Property to Indy Audio and for the protection of the Intellectual Property by Indy Audio, particularly in the event any of the countries in which the Intellectual Property is protectable deems the power of attorney in Section 2 above unacceptable for any reason. The preparation of any such additional documents will be the responsibility of Indy Audio.
4. "As Is" As reflected in the Asset Agreement, the transfer of the Intellectual Property is a transfer of whatever interest LLC may have in the Intellectual Property without warranty except as specifically reflected in Section 1 of the Asset Agreement. Any filing fees or other costs to transfer the Intellectual Property shall be the responsibility of Indy Audio.
5. Notice. Notices and written statements required under this Agreement shall be deemed to have been given upon mailing, postpaid, or by facsimile to the recipient party at the address specified earlier in the Asset Agreement or at such other address as may from time to time be designated in writing to the other party.
6. Severability. Should any provision of this Agreement in any way violate any law, such provision shall be deemed deleted but the remainder of the Agreement shall remain in full force and effect.
7. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

AGREED:

INDY AUDIO LABS, L.L.C.

By: 

Date: 3-24-2009

AGREED:

KLIPSCH, L.L.C.

By: 

Michael F. Klipsch, President

Date: 3/24/09

Exhibit A

[List of U.S. and International Registered Trademarks]

INDS01 1111484v3

Trademark Records By Country

Owner	Trademark	Country	Appl. Date	No.	Status	Agent
Client	File Reference	Next Renewal Due	Reg. Date	No.	Sub Status	Supervisor

Canada

Mondial Designs, Ltd.	ACURUS (Stylized)	Canada	23 Apr 1993	0727428	Registered	Beroskin & Parr
Klipsch Group, Inc.	16923	4 Nov 2009	4 Nov 1994	TMA435153	allow to lapse	Kathleen R Burns



Class	8
Goods	(1) Amplifiers, pre-amplifiers, audio receivers, tuners, and input/output switching units.

China

Mondial Designs, Ltd.	ACURUS (Stylized)	China			Allowed to Lapse	Bingham McHale
Klipsch Group, Inc.	195		21 Mar 1996	824370	File Closed	Kathleen R Burns



Class	9
Goods	Amplifiers, pre-amplifiers, audio receivers, tuners and digital to analog converters

Hong Kong

Klipsch, L.L.C.	ACURUS (Stylized)	Hong Kong		2259/1894	Registered	Johnson, Stokes & Master
Klipsch Group, Inc.	17019	28 Feb 2015	28 Feb 1994	8558/1895	allow to lapse	Kathleen R Burns



Class	9
Goods	amplifiers, pre-amplifiers, audio receivers, tuners, digital to analog converters.

United States of America

Klipsch, L.L.C.	ACURUS (Stylized)	United States of America	10 Feb 1993	74357604	Registered	
Klipsch Group, Inc.	38	19 Oct 2013	19 Oct 1993	1799195		Kathleen R Burns



Class	8
Goods	amplifiers; pre-amplifiers, audio receivers, tuners, and input/output switching units

TM Administrator - END OF REPORT

IPPO WebTMS: printed 6 Mar 2009 16:59

<http://www.trademarksoftware.com/unwebservices/trademarks/reports/rptTM.asp?Field=Co...> 3/6/2009

Trademark Records By Country

Owner	Trademark	Country	Appl. Date	No.	Status	Agent
Client	File Reference	Next Renewal Due	Reg. Date	No.	Sub Status	Supervisor

Australia

Klipsch, L.L.C.	ARAGON (Stylized)	Australia	8 Sep 1993	611071	Registered	Computer Patent Annuities Limited
Klipsch Group, Inc.	97	8 Sep 2013	8 Sep 1993	611071	allow to lapse	Kathleen R Burns



Class	9
Goods	Amplifiers, pre-amplifiers, audio receivers, tuners, and digital-to-analog converters

Canada

Klipsch, L.L.C.	Aragon	Canada	23 Apr 1993	0727432	Registered	Bereskin & Parr
Klipsch Group, Inc.	16924	27 Oct 2010	27 Oct 1993	TMA449306		Kathleen R Burns

Class	
Goods	(1) Amplifiers, pre-amplifiers, audio receivers, tuners, and input/output switching units.

China

Mondial Designs, Ltd.	ARAGON (Stylized)	China			Registered	
Klipsch Group, Inc.	196	13 Mar 2016	14 Mar 1996	822528	allow to lapse	Kathleen R Burns



Class	9
Goods	Amplifiers, pre-amplifiers, audio receivers, tuners and digital to analog converters

CTM

Klipsch, L.L.C.	ARAGON (Stylized)	CTM	26 Jun 2001	002289114	Registered	Computer Patent Annuities Limited
Klipsch Group, Inc.	16981	26 Jun 2011	31 Oct 2005	2289114	allow to lapse	Kathleen R Burns



Class	9
Goods	Electric and electronic apparatus for recording, transmission and reproduction of sound and images; audio equipment; headphones; speakers; radios; DVD players, amplifiers, preamplifiers and signal processors; parts and fittings for all the aforesaid goods.

Denmark

Klipsch, L.L.C.	ARAGON (Stylized)	Denmark	26 Apr 1993	VA 1693 02767	Registered	Chas. Hude A/S
Klipsch Group, Inc.	16996	30 Jul 2013	30 Jul 1993	VR 1993 05898	allow to lapse	Kathleen R Burns



Class	0
Goods	MAGNIFIERS AND RECEIVERS

Class	9
Goods	Forstærkere, forforstærkere, modtagere, afstemningsapparater samt input/output omskiftenheder.

<http://www.trademarksoftware.com/tmwebservices/trademarks/reports/rptTM.asp?Field=Co...> 3/6/2009

Germany

Klipsch, L.L.C. **ARAGON (Stylized)** Germany 22 Jun 1993 2805276 Registered

Klipsch Group, Inc. 17016 **23 Jun 2013** 2 May 1995 2805276 allow to lapse Kathleen R Burns

aragon

Class 9
Goods Verstärker, Vorverstärker, Rundfunk-Empfänger, Tuner sowie Eingangs-/Ausgangs-Schalteneinheiten, nämlich Digital/Analog-Wandler

Hong Kong

Klipsch, L.L.C. **ARAGON (Stylized)** Hong Kong 28 Feb 1994 2258/1994 Registered Johnson, Stokes & Master

Klipsch Group, Inc. 100 **28 Feb 2015** 28 Feb 1994 6573/1996 allow to lapse Kathleen R Burns

aragon

Class 9
Goods amplifiers, pre-amplifiers, digital-to-analogue converters; all included in Class 9.

Italy

Klipsch, L.L.C. **ARAGON (Stylized)** Italy 18 Aug 2003 RM2006C004485 Registered

Klipsch Group, Inc. 23959 **18 Aug 2013** 5 Jul 1998 00884007 allow to lapse Kathleen R Burns

aragon**Republic of Korea (South)**

Klipsch, L.L.C. **ARAGON (Stylized)** Republic of Korea (South) Allowed to Lapse

Klipsch Group, Inc. 197 File Closed Kathleen R Burns

aragon**Singapore**

Klipsch, L.L.C. **ARAGON (Stylized)** Singapore 23 Dec 1993 T93/10067F Registered Ella Cheong, Spruson & Ferguson

Klipsch Group, Inc. 105 **23 Dec 2013** 23 Dec 1993 T93/10067F allow to lapse Kathleen R Burns

aragon

Class 9
Goods Amplifiers, pre-amplifiers, audio receivers, tuners, and digital to analog converters.

Taiwan

Klipsch, L.L.C. **ARAGON (Stylized)** Taiwan Registered

Klipsch, L.L.C. 17077 **31 Jan 2014** 631440 allow to lapse Kathleen R Burns

aragon

Class 9
Goods AMPLIFIERS, PRE-AMPLIFIERS, AUDIO RECEIVERS, TUNERS, AND INPUT/OUTPUT SWITCHING UNITS

Thailand

Klipsch, L.L.C. **ARAGON (Stylized)** Thailand 20 Jan 1994 259042 Registered

Klipsch Group, Inc. 17079 **20 Jan 2014** 4 Feb 2004 TM21822 allow to lapse Kathleen R Burns

aragon

Class 9
Goods AMPLIFIERS, PRE-AMPLIFIERS, AUDIO RECEIVERS, TUNERS, AND DIGITAL ANALOG CONVERTERS

<http://www.trademarksoftware.com/tmwebservices/trademarks/reports/rptTM.asp?Field=Co...> 3/6/2009

United States of America

Klipsch, L.L.C. **ARAGON** United States of America 22 May 1987 73662488 Registered
(Stylized)

Klipsch Group, Inc. 16753

19 Jan
2018

19 Jan 1988 1472959

renewed

Kathleen R
Burns



Class 9
Goods AMPLIFIERS, PRE-AMPLIFIERS, TUNERS, AND INPUT/OUTPUT SWITCHING UNITS

TM Administrator - END OF REPORT

IPPO WebTMS: printed 6 Mar 2009 16:57

<http://www.trademarksoftware.com/tmwebservices/trademarks/reports/rptTM.asp?Field=Co...> 3/6/2009