

05-01-2009



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/20)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

18103-342

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:
- Association
- Limited Partnership

Other National Association

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Klipsch, L.L.C.

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
- Other Company Limited Liability Indiana 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)

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

Execution Date(s) March 24, 2009

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Trademark Release

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 Authorized User Name Laura Konrath

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- 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

9. Signature:

Laura Konrath  
Signature

3/25/09  
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 (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003982 FRAME: 0214

3-25-09

# Continuation Item 4

## Schedule I

### COLLATERAL

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
Aragon	1,472,959	1/19/88
Acurus	1,799,195	10/19/93

5/1/2009 5:10:37 PM PAGE 006/011

**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE (this "Release"), is made as of March 24, 2009 by JPMorgan Chase Bank, N.A. ("JPMCB") in connection with that certain Trademark Security Agreement, dated as of April 22, 2008 (the "Trademark Security Agreement") by and between Klipsch, L.L.C., an Indiana limited liability company (the "Grantor"), and JPMCB, acting in its capacity as Administrative Agent ("Administrative Agent") for the secured creditors 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, pursuant to the Trademark Security Agreement, Grantor has granted a security interest to Administrative Agent in certain trademark collateral as security for certain obligations owing to Administrative Agent under that certain Credit Agreement, dated as of April 22, 2008, by and among Klipsch Group, Inc., an Indiana corporation, the loan guarantors from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent, including the Trademark Rights (as defined below) set forth on Schedule I hereto (the "Collateral");

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on May 5, 2008 at Reel 3772, Frame 0335 (trademark rights);

WHEREAS, on the date hereof, Grantor has agreed to sell all of its right, title and interest in and to the Collateral to Indy Audio Labs, LLC (such transaction, the "Sale"); and

WHEREAS, in connection with the Sale, Grantor has requested that Administrative Agent release its security interests in the 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 the Collateral, including, without limitation, the following rights:

(a) the 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 identified on Schedule I attached hereto, all registrations and recordings thereof, including registrations and recordings in the United States Patent and Trademark Office, and all extensions and renewals thereof (collectively, the "Trademark Rights"), and all goodwill of the business connected with the use of, and symbolized by, such Trademark Rights; and

(b) 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

with the Sale, Grantor hereby requests that Administrative Agent release its security interests in the Collateral.

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 identified on Schedule I attached hereto, all registrations and recordings thereof, including registrations and recordings in the United States Patent and Trademark Office, and all extensions and renewals thereof (collectively, the "Trademark Rights"), and all goodwill of the business connected with the use of, and symbolized by, such Trademark Rights; and

to royalties, of any Collateral, or for injury to the goodwill associated with any of the Collateral.

2. Administrative Agent hereby authorizes and requests the Director of the Patent & Trademark Office of the United States of America and the appropriate officers of all other jurisdictions in which any of the Collateral is in force, or for which application or registration has been made, to record this Release to demonstrate the release by Administrative Agent of the security interest in the 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 Release and to effectuate and validate this Release.

~~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 Release and to effectuate and validate this Release.~~

03/23/2009 10:44

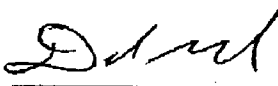
216-791-2071

CHASE BUSINESS CREDIT

PAGE 01/01

IN WITNESS WHEREOF, Administrative Agent has caused this 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 Evans  
Title: Vice President

KLIPSCH, L.L.C.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, Administrative Agent has caused this 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: *[Signature]*  
Name: *Michael F. Klipsch*  
Title: *President*

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

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name: *Michael F. Klipsch*

Schedule I  
COLLATERAL

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
Aragon	1,472,959	1/19/88
Acurus	1,799,195	10/19/93

TRADEMARK