

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
Rockford Corporation		11/16/2012	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	100 West Washington Street, 25th Floor
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85003
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1216478	ROCKFORD FOSGATE
Registration Number:	1514462	PUNCH
Registration Number:	1524277	R
Registration Number:	1695594	BOOMER
Registration Number:	1945498	LIGHTNING AUDIO
Registration Number:	1961961	TRANS-NOVA
Registration Number:	2021730	TOPAZ
Registration Number:	2108111	PUNCH
Registration Number:	2206943	CAR AUDIO FOR FANATICS
Registration Number:	2630917	R
Registration Number:	2638932	RTTI
Registration Number:	2659570	IE INSTALLEDGE.COM
Registration Number:	2662283	LIGHTNING AUDIO
Registration Number:	2690043	LIGHTNING AUDIO

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Registration Number:	2724276	LIGHTNING AUDIO
Registration Number:	2840359	ROCKFORD FOSGATE
Registration Number:	2844012	
Registration Number:	3045066	RF MARINE
Registration Number:	3160827	ROCKFORD FOSGATE 3SIXTY°
Registration Number:	3160946	ROCKFORD FOSGATE 3SIXTY°
Registration Number:	3180261	ROCKFORD FOSGATE
Registration Number:	3180312	RF MARINE
Registration Number:	3251821	LIGHTNING AUDIO
Registration Number:	3321037	R
Registration Number:	3399794	ROCKFORD ACOUSTIC DESIGN
Registration Number:	3399795	R ROCKFORD ACOUSTIC DESIGN
Registration Number:	3410247	FOSGATE AUDIONICS
Registration Number:	3484406	R
Registration Number:	3893554	ROCKFORD FOSGATE
Registration Number:	3893556	ROCKFORD FOSGATE
Registration Number:	4134240	HAFLER
Serial Number:	77756694	ECOPUNCH

**CORRESPONDENCE DATA**

Fax Number: 4149788789  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 414-277-5789  
Email: tm-dept@quarles.com  
Correspondent Name: Cheryl M. Smukowski  
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ATTORNEY DOCKET NUMBER:	943000.00890
NAME OF SUBMITTER:	Cheryl M. Smukowski
Signature:	/cheryl m. smukowski/
Date:	11/16/2012

**Total Attachments: 4**

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**TRADEMARK**

**REEL: 004902 FRAME: 0631**



## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This Confirmatory Grant of Security Interest in Trademarks (the "Confirmatory Grant") is made by and from ROCKFORD CORPORATION, an Arizona corporation ("Debtor") to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

WHEREAS, Debtor and Bank have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, the Debtor is the owner of the trademarks, trademark applications, service marks, and service mark applications listed on Exhibit A attached hereto, and the registrations and applications for registration thereof with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. Security Interest. The Debtor hereby grants to Bank a security interest in (1) all of Debtor's right, title and interest in and to the Trademarks, including without limitation those set forth in Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Debtor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, and (5) all Proceeds as further set forth in the Security Agreement. This Confirmatory Grant is made to secure the satisfactory performance and payment of all the obligations of Debtor pursuant to the Security Agreement. Upon satisfaction in full of all such obligations, Bank shall promptly, upon such satisfaction and upon written request from Debtor, execute, acknowledge, and deliver to Debtor an instrument in writing releasing the security interest in the Trademarks.

[signature page to follow]

IN WITNESS WHEREOF, the Debtor has executed this Confirmatory Grant effective as of the above-indicated date.

ROCKFORD CORPORATION,  
an Arizona corporation

By: *[Signature]*  
Name: R. David G. Vasek  
Title: CFO

**EXHIBIT A TO SCHEDULE 6**

**TRADEMARKS**

**REGISTRATIONS/APPLICATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ROCKFORD FOSGATE	1,216,478	11/16/1982
PUNCH	1,514,462	11/29/1988
R Design (diamond)	1,524,277	02/14/1989
BOOMER	1,695,594	06/16/1992
LIGHTNING AUDIO & Design	1,945,498	01/02/1996
TRANS-NOVA	1,961,961	03/12/1996
TOPAZ	2,021,730	12/10/1996
PUNCH	2,108,111	10/28/1997
CAR AUDIO FOR FANATICS	2,206,943	12/01/1998
R & Design (diamond)	2,630,917	10/08/2002
RTTI	2,638,932	10/22/2002
IE INSTALLEDGE.COM (Stylized)	2,659,570	12/10/2002
LIGHTNING AUDIO & Design	2,662,283	12/17/2002
LIGHTNING AUDIO	2,690,043	02/25/2003
LIGHTNING AUDIO (Stylized)	2,724,276	06/10/2003
ROCKFORD FOSGATE	2,840,359	05/11/2004
Design (LA Bug Logo)	2,844,012	05/18/2004
RF MARINE	3,045,066	01/17/2006
ROCKFORD FOSGATE 3SIXTY	3,160,827	10/17/2006
ROCKFORD FOSGATE 3SIXTY (Stylized)	3,160,946	10/17/2006
ROCKFORD FOSGATE (Stylized)	3,180,261	12/05/2006
RF MARINE & Design	3,180,312	12/05/2006
LIGHTNING AUDIO	3,251,821	06/12/2007
R Design (square)	3,321,037	10/23/2007
ROCKFORD ACOUSTIC DESIGN	3,399,794	03/18/2008
R ROCKFORD ACOUSTIC DESIGN & Design	3,399,795	03/18/2008
FOSGATE AUDIONICS & Design	3,410,247	04/08/2008
R Design (square)	3,484,406	08/12/2008
ROCKFORD FOSGATE	3,893,554	12/21/2010
ROCKFORD FOSGATE (Stylized)	3,893,556	12/21/2010
HAFLER	4,134,240	05/01/2012

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
ECOPUNCH	77-756,694	06/10/2009

TRADE NAMES:

COMMON LAW TRADEMARKS:

TRADEMARK LICENSES:

None.