

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 Products, LLC		03/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AloStar Bank of Commerce		
Street Address:	3630 Peachtree Road, N.E.		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	State Banking Institution: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0936429	ROCKFORD	
CORRESPONDENCE DATA			
Fax Number:	6785532693		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	678-553-2692		
Email:	gurveys@gtlaw.com		
Correspondent Name:	Greenberg Traurig LLP c/o Sheryl Gurvey		
Address Line 1:	Terminus 200		
Address Line 2:	3333 Piedmont Road, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	133287.010600		
NAME OF SUBMITTER:	Sheryl Gurvey		

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Signature:	/Sheryl Gurvey/
Date:	03/11/2013
Total Attachments: 4 source=Trademark Security Agreement (Rockford)#page1.tif source=Trademark Security Agreement (Rockford)#page2.tif source=Trademark Security Agreement (Rockford)#page3.tif source=Trademark Security Agreement (Rockford)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 11, 2013, is made by **ROCKFORD PRODUCTS, LLC**, a Delaware limited liability company ("Borrower"), in favor of **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender").

Recitals

Borrower and Lender are parties to a Loan and Security Agreement dated as of February 15, 2013 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Borrower granted Lender a security interest in all or substantially all of its assets.

Borrower has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Trademarks.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Borrower' Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4.. Remedies. While an Event of Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

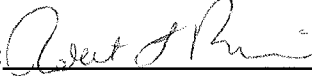
(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

5. Miscellaneous. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

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IN WITNESS WHEREOF, Borrower has executed this Trademark Security Agreement as of the date first written above.

ROCKFORD PRODUCTS, LLC

By: 

Name: Robert L. Raimer

Title: Chief Financial Officer

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ROCKFORD	72/404582	10/7/71	936,429	6/27/72

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None