

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROCKFORD CORPORATION		05/21/2020	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANKERS TRUST COMPANY		
<b>Street Address:</b>	2525 E. CAMELBACK ROAD, SUITE 100		
<b>City:</b>	PHOENIX		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85016		
<b>Entity Type:</b>	Chartered Bank: IOWA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4392479	ECOPUNCH	
<b>Registration Number:</b>	4433109	SURROUND CAM	
<b>Registration Number:</b>	4965577	HYDROBLAST	
<b>Registration Number:</b>	3893554	ROCKFORD FOSGATE	
<b>Registration Number:</b>	3893556	ROCKFORD FOSGATE	
<b>Registration Number:</b>	5362860	ROCKFORD FOSGATE	
<b>Registration Number:</b>	2630917	R	
<b>Registration Number:</b>	2638932	RTTI	
<b>Registration Number:</b>	1216478	ROCKFORD FOSGATE	
<b>Registration Number:</b>	2659570	IE INSTALLEDGE.COM	
<b>Registration Number:</b>	2840359	ROCKFORD FOSGATE	
<b>Registration Number:</b>	2844012		
<b>Registration Number:</b>	3000628	TRAKNET	
<b>Registration Number:</b>	3160827	ROCKFORD FOSGATE 3SIXTY°	
<b>Registration Number:</b>	3160946	ROCKFORD FOSGATE 3SIXTY°	
<b>Registration Number:</b>	3180261	ROCKFORD FOSGATE	
<b>Registration Number:</b>	2108111	PUNCH	
<b>Registration Number:</b>	3399795	R ROCKFORD ACOUSTIC DESIGN	
<b>Registration Number:</b>	3399794	ROCKFORD ACOUSTIC DESIGN	

OP \$565.00 4392479

Property Type	Number	Word Mark
Registration Number:	3484406	R
Registration Number:	1514462	PUNCH
Registration Number:	1524277	R

**CORRESPONDENCE DATA**

**Fax Number:** 4023909005

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4023909500

**Email:** IP@KOLEYJESSEN.COM

**Correspondent Name:** ROBERTA L. CHRISTENSEN

**Address Line 1:** 1125 S 103RD STREET

**Address Line 2:** ONE PACIFIC PLACE, SUITE 800

**Address Line 4:** OMAHA, NEBRASKA 68124

**ATTORNEY DOCKET NUMBER:** 20867-0007

**NAME OF SUBMITTER:** Roberta L. Christensen

**SIGNATURE:** /rlc/

**DATE SIGNED:** 05/27/2020

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of May 21, 2020, is made by and between Rockford Corporation, an Arizona corporation (the “Grantor”), in favor of Bankers Trust Company, an Iowa state-chartered bank (“Lender”).

WHEREAS, the Grantor and Lender have entered into that certain Loan Agreement dated as of even date herewith (the “Loan Agreement”).

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into that certain Security Agreement, dated as of even date herewith (the “Security Agreement”) in favor of Lender.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Lender a security interest in, among other property, the Intellectual Property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “IP Collateral”):

a. the Patents and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Patent set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto;

b. the Trademarks and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Trademark set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

c. the Copyrights and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Copyright set forth in Schedule 3 hereto, and all extensions, reversions, and renewals thereof;

d. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.


7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ROCKFORD CORPORATION

By:   
Name: Rich Vasek  
Title: Chief Financial Officer

**SCHEDULE 1****PATENTS****Patents**

<u>Title</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Audio Signal Clip Detection	8,712,066	04/29/2014
Low Profile Loudspeaker	9,008,348	04/14/2015
Voicecoil Affixation	9,025,809	04/15/2015
Amplification of Signals Output from Bridge-Tied Load Audio Amplifiers	9,438,181	09/06/2016
Heat Sink	D315,832	04/02/1991
Heat Sink	D368,253	03/26/1996
Automotive Audio System	5,546,273	08/13/1996
Heat Sink	D401,225	11/17/1998
Heat Sink	D402,666	01/05/1999
Speaker Wave Guide	D402,989	12/22/1998
Method And Device For Improved Class BD Amplification Having Single-Terminal Alternating-Rail Dual-Sampling Topology	6,097,249	08/01/2000
Boosted-Rail Amplifier	8,212,620	07/03/2012
Dynamic Constant Power Amplifier	7,994,857	08/09/2011
Frequency Normalization Of	7,778,718	08/17/2010

Audio Signals		
Method And Device For Improved Class BD Amplification Having Single-Terminal Alternating-Rail Dual-Sampling Topology	RE40,550	12/28/2008
Ultracapacitor Audio Amplifier	7,239,206	06/13/2007
Method and Article Of Manufacture To Align And Reinforce A Driver's Installation Irrespective Of Driver Diameter	6,768,805	07/27/2004

**Patent Applications**

None.

**SCHEDULE 2**  
**TRADEMARKS**

**Trademark Registrations**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ECOPUNCH	4392479	08/27/2013
SURROUND CAM and Design	4433109	11/12/2013
HYDROBLAST	4965577	05/24/2016
ROCKFORD FOSGATE	3893554	12/21/2010
ROCKFORD FOSGATE (stylized)	3893556	12/21/2010
ROCKFORD FOSGATE	5362860	12/26/2017
R and Design	2630917	10/08/2002
RTTI	2638932	10/22/2002
ROCKFORD FOSGATE	1216478	11/16/1982
IE INSTALLEDGE.COM (Stylized)	2659570	12/10/2002
ROCKFORD FOSGATE	2840359	05/11/2004
Design Only	2844012	05/18/2004
TRAKNET and Design	3000628	09/27/2005
ROCKFORD FOSGATE 3SIXTY°	3160827	10/17/2006
ROCKFORD FOSGATE 3SIXTY° (Stylized)	3160946	10/17/2006



ROCKFORD FOSGATE (Stylized)	3180261	12/05/2006
PUNCH	2108111	10/28/1997
R ROCKFORD ACOUSTIC DESIGN and Design	3399795	03/18/2008
ROCKFORD ACOUSTIC DESIGN	3399794	03/18/2008
R and Design	3484406	08/12/2008
PUNCH	1514462	11/29/1988
R and Design	1524277	02/14/1989

**Trademark Applications**

None.

**SCHEDULE 3**

**COPYRIGHTS**

**Copyright Registrations**

<u>Title</u>	<u>Type of Work</u>	<u>Registration No.</u>	<u>Registration Year</u>
Fosgate Audionics	Visual Material	VA0001128091	2001
Fosgate Audionics & 6 Other Titles	Recorded Document	V3623D899	2012
Lightning Audio	Visual Material	VA0001128092	2002
Punch	Visual Material	VA0001128093	1988
Rockford Fosgate 2000	Visual Material	VA0001086403	2000
Rockford Fosgate 2001	Visual Material	VA0001086402	2001
Rockford Fosgate 2001 & 6 Other Titles	Recorded Document	V3509D614	2004
[Rockford Wolf in Smoke]	Visual Material	VA0001127132	2001
Rockford Wolf in Smoke & 1 Other Title	Recorded Document	V3573D572	2009
[Type RF Wolf Design]	Visual Material	VA0001127133	2002

**Copyright Applications**

None.

**Exclusively Licensed Copyright Registrations**

None.

**Exclusively Licensed Copyright Applications**

None.