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Tab settings



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bank of America, N.A., as Collateral Agent

- Individual(s)
- General Partnership
- Corporation-State (Arizona)
- Other A national banking Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: March 30, 2004

2. Name and address of receiving party(ies)

Name: Rockford Corporation
Internal
Address:
Street Address: 600 South Rockford Drive
City: Tempe State: AZ Zip: 95281

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Arizona
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see
Schedule A attached hereto.

B. Trademark Registration No.(s) Please see
Schedule A attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION
Internal Address:
Attn: Penelope Agodoa
Street Address: 1030 15th Street, NW
Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Susanna Zubia
Name of Person Signing

Susanna Zubia
Signature

April 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 3

04/22/2004 6TON11 00000007 2267726

01 FC:8521
02 FC:8522

40.00 CP
650.00 CP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002953 FRAME: 0339

Schedule A

Rockford Corporation

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
FANATIC P	2267726	8/3/99
FANATIC X	2267725	8/3/99
FANATIC Q	2267724	8/3/99
CAR AUDIO FOR FANATICS	2206943	12/1/98
CONNECTING PUNCH	2190790	9/22/98
RF PUNCH and Design	2005905	10/8/96
PUNCH DSM	2013318	11/5/96
TOPAZ	2021730	12/10/96
PUNCH	2108111	10/28/97
EPX	1956529	2/13/96
TRANS-NOVA	1961961	3/12/96
SYMMETRY	1712627	9/1/92
HAFLER	1573000	12/26/89
R and Design	1524277	2/14/89
ROCKFORD FOSGATE (Stylized)	1526601	2/28/89
THE PUNCH	1515245	12/6/88
PUNCH	1514462	11/29/88
ROCKFORD FOSGATE	1216478	11/16/82

Pending Applications

Mark	Appl. Ser. No.	Filing Date
TEAM RF	76261824	5/23/01
RTTI INTERACTIVE	76261822	5/23/01
R ROCKFORD FOSGATE	76261821	5/23/01
DIAMOND R	76261820	5/23/01
ROCKFORD TECHNICAL TRAINING INTERACTIVE	76261819	5/23/01
RF	76261817	5/23/01
RF ARROW and Design	76102564	8/2/00
VRM	76101226	8/2/00
VICIOUS CAR AUDIO	75671916	3/30/99

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 30, 2004, is made by Bank of America, N.A., as Collateral Agent (the "Secured Party").

WHEREAS, Rockford Corporation (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications ("Trademarks"); and

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 14, 2002 at Reel 002425 Frame 0957; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A.,
AS COLLATERAL AGENT

By: _____



Name: David Maiorella

Title: Senior Vice President