

OCT 22 2004

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

11-02-2004

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To the Director of the U. S. Patent and

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ments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Britannia Investment Corporation
(f/k/a Polk Investment Corporation)

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

Citizenship (see guidelines)

Execution Date(s) September 25, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Error
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merrill Lynch Business Financial

Internal Address: Services, Inc.

Street Address: 222 North LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60601

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 74/685,460
75/932,159 76/122,175 76/176,622

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: Tracy-Gene G. Durkin

Internal Address:

Street Address: 1100 New York Avenue, NW

City: Washington

State: DC Zip: 20005

Phone Number: 202 371 2600

Fax Number: 202 371 2540

Email Address: tdurkin@skgf.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1005
Expiration Date 08/2005

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Tracy-Gene G. Durkin
Signature

October 21, 2004
Date

Tracy-Gene G. Durkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 30

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2004 ECOOPER 00000007 74685460

01 FC:0521

40.00 OP

02 FC:0522

600.00 OP

TRADEMARK
REEL: 003072 FRAME: 0192

Continuation of Item 4:

Additional Trademark Application Nos:

76/176621

76/247843

73/117659

74/619362

74/696817

75/549682

75/549683

73/404332

74/696819

75/129394,

75/259287

73/406935

74/696818

74/258747

73/538068

75/197772

75/597479

74/614102

75/211617

75/252715

73/404331

325423v1

10-17-03

10-17-2003



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

REC 7

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

1. Name of conveying party(ies):

Britannia Investment Corporation (f/k/a
Polk Investment Corporation)

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 09/25/2003

2. Name and address of receiving party(ies)

Name: Merrill Lynch Business Financial Services Inc.

Internal

Address:

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- 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) 74/685,460
75/932,159 76/122,175 76/176,622

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Mark S. Rattner, Esq.

Law Firm: Riker, Danzig, Scherer, Hyland
& Perretti LLP

Street Address: One Speedwell Avenue, P.O. Box
1981

City: Morristown State: NJ Zip: 07962-1981

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41).....\$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500444

DO NOT USE THIS SPACE

9. Signature

STUNLI 00000000 500444 74685460

Mark S. Rattner

Name of Person Signing

Signature

10/15/2003

Date

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

30

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

**Recordation Form Cover Sheet
(Trademarks)**

**Conveying Party: Britannia Investment Corporation
(f/k/a Polk Investment Corporation)
Receiving Party: Merrill Lynch Business Financial Services Inc.**

Continuation of Item 4:

Additional Trademark Application Numbers:

76/176,621
76/247,843
73/117,659
74/619,362
74/696,817
75/549,682
75/549,683
73/404,332
74/696,819
75/129,394
75/259,287
73/406,935
74/696,818
74/258,747
73/538,068
75/197,772
75/597,479
74/614,102
75/211,617
75/252,715
73/404,331

3354829.01

10/15/03

**TRADEMARK
REEL: 002846 FRAME: 0092**

**TRADEMARK
REEL: 003072 FRAME: 0195**

10-17-03

10-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REC 7



102576809

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

Tab settings

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1. Name of conveying party(ies):

Britannia Investment Corporation (f/k/a Polk Investment Corporation)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 09/25/2003

2. Name and address of receiving party(ies)

Name: Merrill Lynch Business Financial Services Inc.

Internal Address:

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State of Delaware, 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

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Name: Mark S. Rattner, Esq.

Law Firm: Riker, Danzig, Scherer, Hyland & Perretti LLP

Street Address: One Speedwell Avenue, P.O. Box 1981

City: Morristown State: NJ Zip: 07962-1981

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41):

\$ 640.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500444

DO NOT USE THIS SPACE

9. Signature

STUNLI 9999999 500444 74685460

40.00 BA 500.00 BA Mark S. Rattner

Name of Person Signing

Signature: Mark S. Rattner

Signature

Date: 10/15/2003

Date

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

30

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

**Recordation Form Cover Sheet
(Trademarks)**

**Conveying Party: Britannia Investment Corporation
(f/k/a Polk Investment Corporation)
Receiving Party: Merrill Lynch Business Financial Services Inc.**

Continuation of Item 4:

Additional Trademark Application Numbers:

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76/247,843
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73/406,935
74/696,818
74/258,747
73/538,068
75/197,772
75/597,479
74/614,102
75/211,617
75/252,715
73/404,331

3354829.01

10/15/03

**TRADEMARK
REEL: 002846 FRAME: 0092**

**TRADEMARK
REEL: 003072 FRAME: 0197**

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is
de this (24th) day of September, 2003, by BRITANNIA INVESTMENT CORPORATION
(formerly known as Polk Investment Corporation), a corporation of the State of Delaware having
principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"),
favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at
2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the
Patents and Trademarks (as each is defined below) ; and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or
other financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and
Security Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended
supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically
defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents,
Assignor has granted to MLBFS a security interest in (a) the patents, patent applications and
patent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the
Assignor hereby represents is a correct and complete list of patents, patent applications and
patent licenses in which it has any beneficial interest, as of the date hereof and:

- (i) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

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Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

(b) the trademarks, trademark registrations and trademark applications set forth in Schedule II annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:

- (i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in Schedule II annexed hereto;
- (ii) each trademark license, including, without limitation, each trademark license listed in Schedule II annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule II annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in Schedule II annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.

2. Assignor's Covenants. The Assignor hereby agrees and covenants:

(a) **Validity: Actions.** The Assignor has notified MLBFS in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.

(b) **Notification.** The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.

(c) **Filings.** With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.

(d) **Maintenance.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(e) **Infringement, Misappropriation or Dilution.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

(f) Validity. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.

3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.

(B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).

7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

8. Further Assurances. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

[SIGNATURES ON NEXT PAGE]

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09/22/03

TRADEMARK
REEL: 002846 FRAME: 0097

TRADEMARK
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IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT
CORPORATION

By: Tom Tucker
Name: TOM TUCKER
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

6

09/22/03

TRADEMARK
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TRADEMARK
REEL: 003072 FRAME: 0203

SCHEDULE 1

PATENTS

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING PAIRED FACE-TO-FACE DRIVERS	07/764,335	U.S.	09890.0200	ABANDONED
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EP0	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION OF DIMENSIONAL SUB-SPEAKERS	4,759,066	U.S.	09890.0300	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,489,432	U.S.	09890.0400	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	1,198,683	CANADA	09890.0403	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2529933	JAPAN	09890.0410	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2,122,459	UNITED KINGDOM	09890.0421	ISSUED

TRADEMARK

REFL: 002846 FRAME: 0099

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REEL: 003072 FRAME: 0204

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,924,963	U.S.	09890.0500	EXPIRED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2,002,593-0	CANADA	09890.0503	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	89250128.9	EPO	09890.0505	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2-911	JAPAN	09890.0510	ABANDONED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,569,074	U.S.	09890.1700	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	P3519644.0-09	GERMANY	09890.1707	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	4,497,064	U.S.	09890.1800	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	1,195,933	CANADA	09890.1803	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	2128059	UNITED KINGDOM	09890.1821	ISSUED

TRADEMARK
 REEL: 002846 FRAME: 0100

TRADEMARK
 REEL: 003072 FRAME: 0205

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,630,298	U.S.	09890.1900	ISSUED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,903,300	U.S.	09890.2500	ABANDONED
SUB-WOOFER SYSTEM USING A PASSIVE RADIATOR	4,350,847	U.S.	09890.2600	EXPIRED
OPTIMIZED LOW FREQUENCY RESPONSE OF LOUDSPEAKER SYSTEMS HAVING MAIN AND SUB-SPEAKERS	4,638,505	U.S.	09890.2700	ISSUED
TWEETER SPEAKER FOR THE MM3000	07/856,944	U.S.	09890.3200	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/014,643	U.S.	09890.3217	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/028,239	U.S.	09890.3257	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890.3700	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	2,198,113	CANADA	09890.3703	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95930898.2	EPO	09890.3705	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	98105627.3	Hong Kong	09890.3708	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	8-508269	JAPAN	09890.3710	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PCT/US95/10664	PCT	09890.3716	COMPLETE
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,517,573 (CP of 08/177,080)	U.S.	09890.3717	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PI 9508771-0	BRAZIL	09890.3728	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95195235.8	CHINA	09890.3734	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,809,154	U.S.	09890.3736	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	5,696,357	U.S.	09890.4100	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	PCT/US96/13636	PCT	09890.4116	PENDING
AUDIO SPEAKER WITH INTEGRAL BRACKET	5,730,409	U.S.	09890.4200	SURRENDERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	60/114,601	U.S.	09890.4600	ABANDONED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	PCT/US99/31244	PCT	09890.4616	COMPLETE
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	89-100035	TAIWAN	09890.4620	REGISTERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	1-2000-00019	PHILIPPINES	09890.4674	ABANDONED

DESIGN PATENTS

Status as of May 19, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
VEHICLE SPEAKER	Des. 350,135	U.S.	09890.0700	ISSUED
SPEAKER	Des. 351,839	U.S.	09890.0800	ISSUED
SPEAKER WITH STAND	Des. 351,388	U.S.	09890.1000	ISSUED
RUBBER EDGE SURROUND	Des. 357,480	U.S.	09890.3500	ISSUED
LOUDSPEAKER	Des. 384,353	U.S.	09890.4300	ISSUED
LOUDSPEAKER	80025	CANADA	09890.4303	ABANDONED
LOUDSPEAKER	M 9606687.3	GERMANY	09890.4307	EXPIRED
LOUDSPEAKER	Des. 387,058	U.S. (divisional)	09890.4317	ISSUED
LOUDSPEAKER	2058415 AND 2058416	UNITED KINGDOM	09890.4321	ABANDONED


4276813

SCHEDULE II

**U.S. and International Trademark Portfolio
In the Name of Britanna Investment Corporation**

1865__0000	RE	Registered	U.S.	79/00,989	05/01/1966	2,871,549	08/17/97	Expired	Britanna Investment Corporation	audio, headphones and electronic components, namely, amplifiers, tuners, receivers, and mixing and equal recording and playback components	9	-
1865__AL00	RE	Registered	Austria	72139	11/01/1996	72139	04/13/1997	Registered	Britanna Investment Corporation	-	9	11/14/2006
1865__CA00	RE	Abandoned Application	Canada	-	-	-	-	Abandoned Application	Britanna Investment Corporation	-	-	-
1865__CT00	RE	Abandoned Application	CTC	-	-	-	-	Abandoned Application	Britanna Investment Corporation	-	-	-
1865__NZ00	RE	Registered	New Zealand	-	-	2,69,827	-	Expired	Britanna Investment Corporation	-	9	-
1865.07180000		Registered	U.S.	74483,460	06/07/1995	2,016,512	11/12/1996	Registered	Britanna Investment Corporation	audio, headphones and electronic components, namely, amplifiers, tuners, receivers, and mixing and equal recording and playback components	9	Serials 3 and 9 Abandon at Use and Application for Renewal due 11/12/2006
1865.0718CA00		Abandoned Application	Canada	-	-	-	-	Abandoned Application	Britanna Investment Corporation	-	-	-
1865.0718DB00		Registered	Germany	296210836	05/04/1996	21083940	12/02/1996	Registered	Britanna Investment Corporation	-	9	05/31/2006
1865.0718ES96		Registered	Spain	200555487	12/07/1995	200555487	03/28/1997	Registered	Britanna Investment Corporation	-	9	12/06/2005
1865.0718GB00		Registered	UK	2040000	12/07/1995	2040000	04/27/1996	Registered	Britanna Investment Corporation	-	9	12/07/2005
1865.0718NZ00		Registered	New Zealand	-	-	254,704	-	Expired	Britanna Investment Corporation	-	9	-

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1865 003000	THE SPEAKER SPECIALIST	Registration	U.S.	75/932,139	03/02/2000	2,429,910	02/20/2001	Registered	Brixton Investment Corporation	printed matter, namely, newsletters on the topic of audio equipment	16	Sec. 8 & 15 due 2/20/2007 (see bar 06/20/2007) Sec. 8 & 9 due 02/20/2011 (see bar 06/20/2011)
1865 011000	FX	Registration	U.S.	76/122,175	03/05/2000	2,423,379	3/6/2001	Registered	Brixton Investment Corporation	audio equipment, audio equipment, namely, speakers	9	Sec. 8 & 15 due 06/20/2007 (see bar 02/20/2008) Sec. 8 & 9 due 06/20/2011 (see bar 02/20/2012)
1865 011000	FX	Registration	CTC	2113355	02/16/01	2113355	05/26/2002	Registered	Brixton Investment Corporation	audio equipment, namely, speakers	9	Renewed due 03/16/2011
1865 013000		Application	U.S.	76/165,595	10/19/2000	-	-	Abandoned Application	Brixton Investment Corporation	on-line retail store services featuring audio equipment, namely, speakers, headphones, audio monitors, including audio reference monitors, home theater speakers, reference floor speakers, subwoofers, computer speakers, multi-channel speakers, surround speakers, and parts and accessories thereto	35	-
1865 020000	ATHLDM	Registration	U.S.	76/176,622	12/06/2000	2,629,187	10/01/2002	Registered	Brixton Investment Corporation	audio equipment, namely, outdoor and outdoor loudspeakers	9	Sec. 8 & 15 due 10/01/2008 (see bar 06/01/2009) Sec. 8 & 9 due 10/01/2012 (see bar 06/01/2013)
1865 020000	THE POLK PERFORMANCE ADVANTAGE	Application	U.S.	76/176,621	12/06/2000	-	-	PENDING Published 01/07/2003	Brixton Investment Corporation	audio equipment, namely, speakers, headphones, audio monitors, including audio reference monitors, home theater speakers, reference floor speakers, subwoofers and parts and accessories thereto	9	-

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1865 030000	ROTATING ELLIPTICAL LENS	Registration	U.S.	76241943	04/27/2001	2386418	06/25/2002	Registered	Bismarck Investment Corporation	audio equipment, audio equipment, randy, speakers and loudspeakers	9	Sec. 8 & 15 due 06/25/2004 (see law 12/25/2004), Sec. 8 & Sec. 9 renewal due 06/25/2012 (see law 12/25/2012)
1865 035000	pat/Bismarck/1b	Registration	U.S.	73117459	03/02/1977	1,096,618	06/08/1978	Registered	Bismarck Investment Corporation	loudspeakers	9	Sec. 8 & 9 due 06/08/2008 (see law 02/08/2009),
1865 035A800	pat/Bismarck/1b	Registration	United Arab Emirates	7300	08/17/1994	4430	04/20/1996	Registered. New change recognition in a process. We would renew the Certificate of Registration until it is completed.	Bismarck Investment Corporation	loudspeakers	9	08/16/2004
1865 035AN00	pat/Bismarck/1b	Registration	Netherlands Archie	New Rep- Registration No. 69576 (C.C. No. 17339)	09/10/1993	17539	08/11/1993	Registered Re-registered filed 11/19/2001 and granted 02/20/2003	Bismarck Investment Corporation	loudspeakers	9	Renewal due 5/10/2013
1865 035A800	pat/Bismarck/1b	Registration	Argentina	1,291,578 renewal: 1,894,886	07/20/1981	1,864,701 renewal: 1,483,155	12/04/1983 10/29/1993	Registered - in the process of being renewed.	Bismarck Investment Corporation	loudspeakers	9	10/29/2003
1865 035B100	pat/Bismarck/1b	Registration	Bahrain	17001/TM4	12/15/1993	17001/TM4	12/15/1993	Registered	Bismarck Investment Corporation	loudspeakers	9	12/15/2003
1865 035B800	pat/Bismarck/1b	Registration	Brazil	817805645	04/07/1993	817805645	11/29/1994	Registered	Bismarck Investment Corporation	loudspeakers	9	11/29/2004
1865 035CA00	pat/Bismarck/1b	Registration	Canada	471,206	06/29/1981	274,654	12/10/1983	Registered	Bismarck Investment Corporation	loudspeakers	9	12/10/2012
1865 035CN00	pat/Bismarck/1b	Registration	China	94097789	06/24/1994	84264	09/23/1996	Registered	Bismarck Investment Corporation	audio loudspeakers	9	09/23/2006

1865 033CT00	patBentBio	Registration	CTC	00038219	06/02/1997	00853019	66/22/1999	Registered	Britania Investment Corporation	handpokers, ultrasonic, amplifier, computer, panel speaker, an equipment, computer, video screen, computer keyboard, computer printer, CD player, cassette player, stereo amplifier, modem, computer sound card	9	66/02/2007
1865 033DE00	patBentBio	Registration	Germany	P23548Pvt	09/06/1978	965349	09/06/1978	Registered	Britania Investment Corporation	handpokers	9	09/30/2008
1865 033FR00	patBentBio	Registration	France	294,009 national appl no. 924,234	09/14/1978	1,067,042 national reg. no 1,471,289	09/14/1978	Registered & renewed	Britania Investment Corporation	handpokers	9	06/14/2008
1865 033GB00	patBentBio	Registration	Great Britain	132470	01/23/1993	B1325070	04/15/1994	Registered & renewed	Britania Investment Corporation	wood, recording and reproducing apparatus; parts and fittings for all the abovesaid goods	9	01/23/2010
1865 033CT00	patBentBio	Registration	Guatemala	4922-03	07/26/1993	73116454/17	01/26/1995	Registered	Britania Investment Corporation		9	01/25/2005
1865 033IL00	patBentBio	Registration	Israel	83832	06/10/1992	83832	02/21/1995	Registered	Britania Investment Corporation		9	06/18/2013
1865 033IN00	patBentBio	Application	India	377,165	07/16/1992			Pending	Britania Investment Corporation			
1865 033IS00	patBentBio	Registration	Iceland	546/1993	06/30/1993	953/1993	12/28/1993	Registered	Britania Investment Corporation			12/18/2003
1865 033JP00	patBentBio	Registration	Japan	06935486	07/02/1986	2,111,775	02/21/1988	Registered	Sterna Investment Corporation	Speakers	11	02/21/2009
1865 033KR00	patBentBio	Registration	South Korea	93,2845	07/23/1993	029590	08/12/1994	Registered	Britania Investment Corporation		-	04/17/2004
1865 033QA00	patBentBio	Application	Qatar	8694	06/26/1993			PENDING Request to Amend the Drawing of the Mark to the new official version has been filed.	Britania Investment Corporation		9	06/26/2003

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1865 0357A00	<i>pollexantibio</i>	Registration	Paraguay	072846	10003/1994	072846	03/08/1995	Registered	Britannia Investment Corporation	-	-	02/08/2006
1865 0357A00	<i>pollexantibio</i>	Application	Paraguay	120104	04/27/1993	120104	06/23/2003	Registered - In the process of being renewed. Renewal was originally due by April 27, 2000. However, since the registration had not issued, the deadline was extended until the registration issued.	Britannia Investment Corporation	-	-	04/27/2015
1865 0357A00	<i>pollexantibio</i>	Registration	Russia	9049506	11/04/1993	129334	07/14/1995	Registered - In the process of being renewed. Request to Renewal the Drawing of the mark to the new symbol version of the mark is also being filed.	Britannia Investment Corporation	-	-	11-04-2003
1865 0357A00	<i>pollexantibio</i>	Registration	Saudi Arabia	19299	11/11/1992	280861	07/14/1993	Expired - Not to be renewed. A new application for the word mark POLK A/D/D/O has been filed in Saudi Arabia per client's instructions.	Britannia Investment Corporation	-	-	-
1865 0357E00	<i>pollexantibio</i>	Registration	Venezuela	681281	03/04/1981	110864-F	09/24/1984	Registered	Britannia Investment Corporation	-	-	09/24/2009
1865 0357V00	<i>pollexantibio</i>	Registration	Vietnam	20774	11/24/1994	17 325	07/17/1995	Registered	Britannia Investment Corporation	-	-	11/24/2004
1865 0364L00	<i>pollexantibio</i>	Registration	Australia	568110	04/01/1991	A568810	03/15/1995	Registered (Renewed)	Britannia Investment Corporation	active operators	-	04/01/2008
1865 0368N00	<i>pollexantibio</i>	Registration	Brazil	211380	04/04/1992	18 708	04/04/1992	Registered (Renewed)	Britannia Investment Corporation	active for operators	-	04/04/2013


1865 036C100		Registration	Denmark	0731191	1023199	0672101	0903190	Registered (intended)	British Investment Corporation	Scientific, electrical, surveying, electrical, photographic, cinematographic, optical, weighing, measuring, signaling, checking (super-vised), life-saving and teaching apparatus and accessories; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs, induction winding machines and mechanisms for non-operated apparatus; cash registers, calculating machines, data processing equipment and computers; the controlling apparatus, indicators and indicator combinations and indicator combinations	9	10271209
1865 036C100		Registration	Sweden	381347	0207190	381347	0207191	Registered	British Investment Corporation	-	9	02072010
1865 036C100		Registration	Chile	218232	0904192	312435	0909193	Registered - in the process of being renewed	British Investment Corporation	-	9	0909201
1865 036C100		Registration	China	9403190	0424194	843557	0208196	Registered	British Investment Corporation	-	9	02082004
1865 036C100		Registration	Colombia	9231382	0126193	154324	0121194	Registered	British Investment Corporation	-	9	01212004
1865 036D100		Registration	Germany	PA041694	1204190	206673	1129191	Registered	British Investment Corporation	-	-	120112010
1865 036D100		Registration	Denmark	07902199	1024188	015301992	0121192	Equal registration	British Investment Corporation	-	-	-
1865 036E100		Registration	Sweden	39347	1219191	39347	1216192	Registered - Renewal Application filed 12/16/2002	British Investment Corporation	-	9	12162002
1865 036E100		Application	Egypt	03303	0610192			PENDING	British Investment Corporation	-	9	
1865 036F100		Registration	Spain	1529427	1107198	1529427	1102191	Registered	British Investment Corporation	-		11072009


185 034700	prof Securdo	Registration	Finland	547899	1023/199	113196	1220/191	Expired registration	British Investment Corporation		9	
185 034700	prof Securdo	Registration	France	9641563	0306/196	9641563	0306/196	Registered	British Investment Corporation		9	0305/206
185 034700	prof Securdo	Registration	Great Britain	1401148	1024/196	81401148	0503/191	Registered (renewed)	British Investment Corporation	social recording and reproducing apparatus; parts and fittings for all the aforesaid. All included in Class 9	9	1024/206
185 034700	prof Securdo	Registration	Hong Kong	94690	0205/190	8439042	1029/192	Registered (renewed)	British Investment Corporation		9	0205/201
185 034700	prof Securdo	Registration	Holland	839094	1110/196	43317	1020/195	Registered per FA on 02/06/1982 no renewal cost to date	British Investment Corporation		9	1021/205
185 034700	prof Securdo	Registration	Indonesia	274824	0219/190	274824	0701/192	Renewed registration	British Investment Corporation			0609/202
185 034700	prof Securdo	Registration	Italy	35172 C09	1117/198	573545	0613/192	Registered (renewed)	British Investment Corporation		9	1117/209
185 034700	prof Securdo	Registration	Malaysia	54428290	0111/190	MA 9000428	0623/193	Registered (renewed) Renewed 01/11/197 Renewal Certificate issued 06/28/2011 (over 12/07/2011)	British Investment Corporation			0111/201
185 034700	prof Securdo	Registration	Norway	893286	1023/189	143192	0523/191	Registered	British Investment Corporation		9	0523/201
185 034700	prof Securdo	Registration	New Zealand	205437	1015/190	8205437	1029/193	Registered (renewed)	British Investment Corporation		9	1015/201
185 034700	prof Securdo	Registration	Peru	07471	0313/195	07471	1114/196	Registered	British Investment Corporation		9	1114/206

164 0367H00		Registration	Philippines	7,883	02/10/1990	51991	01/13/1992	Registered Tenth Year Affidavit of Use filed 01/13/2003	Bhisana Investment Corporation		9	01/13/2012 SP Affidavit of Use for 10th Year due between 01/13/2007-01/13/2008
164 0367Y00		Registration	Portugal	03334	11/02/1994	181589	10/13/1995	Registered	Bhisana Investment Corporation		9	30-1/1/2005
164 0367E00		Registration	Sweden	89-10169	10/26/1989	230234	02/01/1992	Expired registration	Bhisana Investment Corporation		9	
164 0367D00		Registration	Singapore	SBI105990	02/10/1990	B1035900	09/03/1994	Registered	Bhisana Investment Corporation		9	02/10/2007
164 0367H00		Registration	Thailand	167399	07/21/1987	116788	09/27/1987	Registered	Bhisana Investment Corporation		9	07/22/2007
164 0367M00		Registration	Vietnam	20773	12/14/1994	17324	07/17/1995	Registered	Bhisana Investment Corporation		3	11/22/2004
164 0370000	BIG SPEAKER SOUND WITHOUT THE BIG SPEAKER	Registration	U.S.	74619,262	01/05/1995	1,248,714	01/06/1994	Registered	Bhisana Investment Corporation	Indefinite	3	Sec. 8 & 9 due 01/06/2006 (see law 07/16/2006)
164 0380000	SPEED MATCHING (filed as SPEED MATCH)	Registration	U.S.	74696,817	07/03/1995	2,111,097	11/04/1997	Registered	F. Yash Investment Corporation	Indefinite	3	Sec. 8 & 15 due 11/04/2003 (see law 05/06/2004) Sec. 8 & 9 due 11/04/2007 (see law 05/04/2008)
164 0390000	MLISC	Registration	U.S.	73299,682	09/01/1994	2,274,458	09/21/1999	Registered	Bhisana Investment Corporation	temporary use conducting computers involving the installation of consumer electronic products in vehicles	41	Sec. 8 & 15 due 09/21/2003 (see law 02/28/2006) Sec. 8 & 9 due 09/21/2009 (see law 02/28/2010)

185 044000	POLK	Registration	U S	7529 287	C312/1997	2190 498	09/21/1996	Registered	Britannia Investment Corporation	Indisputable	9	Sec. 8 & 15 due 09/22/2004 (see Ser. 03222005) Sec. 8 & 9 due 09/22/2008 (see Ser. 03222009)
185 044100	POLK	Registration	Austria	AM343/91	11/12/1991	14182	05/08/1992	Registered	Britannia Investment Corporation		9	03/1/2012
185 044100	POLK	Registration	Australia	56888	08/01/1991	A56888	08/01/1991	Registered	Britannia Investment Corporation		9	08/01/2008
185 044B00	POLK	Registration	Britain	21151	06/06/1992	13270	06/06/1992	Registered	Britannia Investment Corporation		9	06/06/2013
185 044E00	POLK	Registration	Egypt	43302	06/20/1992	083502	05/18/1996	Registered	Britannia Investment Corporation		9	06/20/2012
185 044F00	POLK	Registration	France	96604787	01/08/1996	96604787	01/08/1996	Registered	Britannia Investment Corporation		9	01/07/2006
185 044V00	POLK	Registration	Vietnam	20772	11/24/1994	17323	07/11/1995	Registered	Britannia Investment Corporation		9	11/24/2004
185 044C00	polk	Registration	China	9205564	08/21/1992	68434	10/21/1992	Registered	Britannia Investment Corporation			10/20/2003
185 044H00	polk	Registration	Hongkong	837794	11/10/1994	41361	10/21/1995	Registered per FA on 8/26/2001 no "because not in use"	Britannia Investment Corporation		9	10/31/2003
185 044J00	polk	Registration	Japan	814592	01/20/1992	265835	05/21/1994	Registered	Britannia Investment Corporation	goods, other goods belonging to this class	JP-11	05/21/2004
185 044Y00	polk	Registration	Paraguay	74770	08/12/1991	74770	11/14/1996	Registered	Britannia Investment Corporation		9	11/14/2006

1865 0451700	polk	Registration	Paraguay	181654	10/13/1994	181654	10/13/1995	Registered	Britannia Investment Corporation		9	10/11/2005
1865 0451700	polk	Registration	Taiwan	07911091	01/10/1991	497907	03/16/1991	Registered	Britannia Investment Corporation		9	06/31/2010 (real bar 02/23/2011)
1865 0490000	THE SPEAKER SPECIALISTS	Registration	U.S.	73406393	12/22/1982	1267226	02/21/1994	Registered	Britannia Investment Corporation	Indefinite	9	Sec. 8 & 9 due 02/21/2004 (real bar 06/21/2004)
1865 0491200	THE SPEAKER SPECIALISTS	Registration	Israel	83903	06/19/1992	83103	06/03/1995	Registered	Britannia Investment Corporation	Indefinite	9	06/19/2013
1865 0500000	POWER POINT	Application	U.S.	75986152	03/02/1997			Abandoned Client elected not to file Apparel filed. Washing request to see if Helmreich agrees to register for the POWERPOINT mark.	Britannia Investment Corporation	Indefinite	9	
1865 0500000	POWER POINT	Registration	South Korea	9729143	06/23/1997	424194	10/02/1998	Registered	Britannia Investment Corporation			10/02/2008
1865 0510000	Cable Budget	Registration	U.S.	74696818	07/01/1995	2051479	04/08/1997	Registered Sec. 8 & 15 reminder sent to client on 01/14/2003	Britannia Investment Corporation	Indefinite	9	Sec. 8 & 15 due 04/08/2003 (real bar 10/02/2003) Sec. 8 & 9 due 04/08/2007 (real bar 10/04/2007)
1865 0520000	HIGH VELOCITY COMPRESSION DRIVE	Registration	U.S.	74676001	09/17/1995	2009455	10/22/1996	Expired Per client's instructions	Britannia Investment Corporation	Subscribers and Indefinite	9	-
1865 0520000	HIGH VELOCITY COMPRESSION DRIVE	Registration	South Korea	9729143	06/23/1997	424194	10/02/1998	Registered	Britannia Investment Corporation			10/02/2008
1865 0530000	DYNAMIC BALANCE	Registration	U.S.	74258347	03/04/1993	1321479	02/15/1994	Registered	Britannia Investment Corporation	Electronic equipment, namo; Indefinite	9	Sec. 8 & 9 due 02/15/2004 (real bar 08/15/2004)

165 0140000		Registration	U.S.	7353868	05/16/1985	1416,773	10/28/1986	Registered	Bitman Investment Corporation	grocery foodstuffs	9	Sec. 8 & 9 due 10/28/2006 (exam law 04/28/2007)
165 0350001	SMT	Registration	U.S.	75197372	11/11/1996	2,112,302	11/11/1997	Registered Sec. 8 & 15 remainder sent to clerk on 01/14/2003	Bitman Investment Corporation	handpuppets	9	Sec. 8 & 15 due 11/11/2003 (exam law 09/11/2004) Sec. 8 & 9 due 11/11/2007 (exam law 09/11/2008)
165 0360000	INCD	Registration	South Korea	97-29144	06/23/1997	424,196	10/02/1998	Registered	Bitman Investment Corporation		9	10/02/2008
165 0370000	RM DIGITAL SOLUTION	Registration	U.S.	75997479	12/01/1998	2,442,291	06/19/2001	Registered	Bitman Investment Corporation	handpuppets	9	Sec. 8 & 15 due 06/19/2007 (exam law 12/19/2007) Sec. 8 & 9 due 06/19/2011 (exam law 12/19/2011)
165 0380000	SIGNATURE REFERENCE THEATER	Registration	U.S.	74614102	12/22/1994	2,112,626	10/11/1997	Registered Sec. 8 & 15 remainder sent to clerk on 01/14/2003	Bitman Investment Corporation	handpuppets for home use	9	Sec. 8 & 15 due 11/11/2003 (exam law 09/11/2004) Sec. 8 & 9 due 11/11/2007 (exam law 09/11/2008)
165 0390000	RADIANT SUBBOND	Abandoned Application	U.S.	-	-	-	-	Abandoned Application	Bitman Investment Corporation		-	-
165 0400000	SDA	Registration	South Korea	8835189	11/19/1988	198301	08/16/1990	Registered	Bitman Investment Corporation			08/16/2010
165 0710000	ACOUSTIC RESONANCE CONTROL	Pending Application	United States	75211617				PENDING Allowed 01/07/2003. Substantive of the r EOT due 07/07/2003.	Bitman Investment Corporation			

146 070000	RADIANT SURROUND FIELD	Registration	United States	75/251,715	03/06/1977	2,233,279	03/23/1999	Registered	Bismark Investment Corporation	Landholders	9	Sec. 8 & 9 due 03/23/2005 (last bar 09/23/2005)
146 074000	STEREODIMENS ONAL AREA	Registration	U.S.	73/044,331	12/01/1982	1,298,446	10/03/1984	Registered	Bismark Investment Corporation	Landholders	9	Sec. 8 & 9 due 10/03/2004 (year bar 04/03/2003)
146 0734X100		Registration	Mexico	299,803	06/28/1977	672,832	08/29/2000	Registered	Bismark Investment Corp. mda		9	04/26/2007

TRADEMARK

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U.S. and International Trademark Portfolio
In the Name of
Polk Investment Corporation
or
Polk Audio, Inc.

Trademark No.	Trademark Name	Registration Status	Country	Registration No.	Registration Date	Registration No.	Registration Date	Registration Status	Applicant	Attorney	Serial No.	Serial Date
1865 048000	globe/audiocassette	Expired Registration	U.S.	75/17,458	03/27/77	1,098,617	06/28/78	Expired registration	Polk Investment Corporation	Indepenters		
1865 060000	POLKSTAND	Expired Registration	U.S.	-	-	-	-	Expired Registration	Polk Investment Corporation	-		
1865 073000	BEAL-TONE AMAY	Registration	United States	73/29,243	11/15/79	1,179,910	12/01/81	Expired registration	Polk Investment Corporation			

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 TRADEMARK

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ACKNOWLEDGMENT

STATE OF MARYLAND)
) SS.:
COUNTY OF Baltimore)

BE IT REMEMBERED, that on this 25th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPFER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Don Jucker
My Commission Expires: 7/1/07

SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
)SS.:
COUNTY OF Baltimore)

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at _____ (“Assignor”), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 (“Secured Party”), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in **Schedule I and Schedule II** and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

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This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 25, 2003

ATTEST:

BRITANNIA INVESTMENT
CORPORATION

By: Tom Tucker
Name: Tom Tucker
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

3303037.04

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09/22/03

RECORDED: 10/17/2003

TRADEMARK
REEL: 002846 FRAME: 0120

TRADEMARK
REEL: 003072 FRAME: 0225

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is made this {24th} day of September, 2003, by BRITANNIA INVESTMENT CORPORATION (formerly known as Polk Investment Corporation), a corporation of the State of Delaware having principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"), favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at 2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the Patents and Trademarks (as each is defined below) ; and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or other financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and Security Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, the Assignor has granted to MLBFS a security interest in (a) the patents, patent applications and patent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the Assignor hereby represents is a correct and complete list of patents, patent applications and patent licenses in which it has any beneficial interest, as of the date hereof and:

- (i) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

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Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

(b) the trademarks, trademark registrations and trademark applications set forth in **Schedule II** annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:

(i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in **Schedule II** annexed hereto; (ii) each trademark license, including, without limitation, each trademark license listed in **Schedule II** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in **Schedule II** annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in **Schedule II** annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.

2. Assignor's Covenants. The Assignor hereby agrees and covenants:

(a) **Validity; Actions.** The Assignor has notified MLBFS in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.

(b) **Notification.** The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.

(c) **Filings.** With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.

(d) **Maintenance.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(e) **Infringement, Misappropriation or Dilution.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

(f) Validity. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.

3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.

(B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).

7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

8. Further Assurances. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

[SIGNATURES ON NEXT PAGE]

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09/22/03

TRADEMARK
REEL: 002846 FRAME: 0097

TRADEMARK
REEL: 003072 FRAME: 0230

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT
CORPORATION

By: Tom Tucker
Name: Tom Tucker
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

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09/22/03

TRADEMARK
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REEL: 003072 FRAME: 0231

ACKNOWLEDGMENT

STATE OF MARYLAND)
) SS.:
COUNTY OF Baltimore)

BE IT REMEMBERED, that on this 25th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPPER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Don Jucker
My Commission Expires: 7/1/07

TRADEMARK
REEL: 002846 FRAME: 0118

TRADEMARK
REEL: 003072 FRAME: 0232

SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
)SS.:
COUNTY OF Baltimore)

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at _____ ("Assignor"), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 ("Secured Party"), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in Schedule I and Schedule II and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 25, 2003

ATTEST:

BRITANNIA INVESTMENT
CORPORATION

By: Tom Tucker
Name: Tom Tucker
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

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09/22/03

RECORDED: 10/17/2003

TRADEMARK
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REEL: 003072 FRAME: 0234

SCHEDULE 1

PATENTS

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING PAIRED FACE-TO-FACE DRIVERS	07/764,335	U.S.	09890.0200	ABANDONED
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EPO	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION OF DIMENSIONAL SUB-SPEAKERS	4,759,066	U.S.	09890.0300	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,489,432	U.S.	09890.0400	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	1,198,683	CANADA	09890.0403	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2529933	JAPAN	09890.0410	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2,122,459	UNITED KINGDOM	09890.0421	ISSUED

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Page 1 of 5

TRADEMARK

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TRADEMARK

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TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,924,963	U.S.	09890.0500	EXPIRED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2,002,593-0	CANADA	09890.0503	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	89250128.9	EPO	09890.0505	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2-911	JAPAN	09890.0510	ABANDONED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,569,074	U.S.	09890.1700	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	P3519644.0-09	GERMANY	09890.1707	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	4,497,064	U.S.	09890.1800	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	1,195,933	CANADA	09890.1803	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	2128059	UNITED KINGDOM	09890.1821	ISSUED

TRADEMARK
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REF: 003072 FRAME: 0236

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,630,298	U.S.	09890.1900	ISSUED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,903,300	U.S.	09890.2500	ABANDONED
SUB-WOOFER SYSTEM USING A PASSIVE RADIATOR	4,350,847	U.S.	09890.2600	EXPIRED
OPTIMIZED LOW FREQUENCY RESPONSE OF LOUDSPEAKER SYSTEMS HAVING MAIN AND SUB-SPEAKERS	4,638,505	U.S.	09890.2700	ISSUED
TWEETER SPEAKER FOR THE MM3000	07/856,944	U.S.	09890.3200	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/014,643	U.S.	09890.3217	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/028,239	U.S.	09890.3257	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890.3700	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	2,198,113	CANADA	09890.3703	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95930898.2	EPO	09890.3705	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	98105627.3	Hong Kong	09890.3708	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	8-508269	JAPAN	09890.3710	ISSUED

TRADEMARK
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TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PCT/US95/10664	PCT	09890.3716	COMPLETE
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,517,573 (CIP of 08/177,080)	U.S.	09890.3717	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PI 9508771-0	BRAZIL	09890.3728	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95195235.8	CHINA	09890.3734	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD	5,809,154	U.S.	09890.3736	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	5,696,357	U.S.	09890.4100	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	PCT/US96/13636	PCT	09890.4116	PENDING
AUDIO SPEAKER WITH INTEGRAL BRACKET	5,730,409	U.S.	09890.4200	SURRENDERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	60/114,601	U.S.	09890.4600	ABANDONED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	PCT/US99/31244	PCT	09890.4616	COMPLETE
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	89-100035	TAIWAN	09890.4620	REGISTERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	1-2000-00019	PHILIPPINES	09890.4674	ABANDONED

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DESIGN PATENTS

Status as of May 19, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
VEHICLE SPEAKER	Des. 350,135	U.S.	09890.0700	ISSUED
SPEAKER	Des. 351,839	U.S.	09890.0800	ISSUED
SPEAKER WITH STAND	Des. 351,388	U.S.	09890.1000	ISSUED
RUBBER EDGE SURROUND	Des. 357,480	U.S.	09890.3500	ISSUED
LOUDSPEAKER	Des. 384,353	U.S.	09890.4300	ISSUED
LOUDSPEAKER	80025	CANADA	09890.4303	ABANDONED
LOUDSPEAKER	M 9606687.3	GERMANY	09890.4307	EXPIRED
LOUDSPEAKER	Des. 387,058	U.S. (divisional)	09890.4317	ISSUED
LOUDSPEAKER	2058415 AND 2058416	UNITED KINGDOM	09890.4321	ABANDONED

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SCHEDULE II

**U.S. and International Trademark Portfolio
In the Name of Britannia Investment Corporation**

Trademark No.	Mark	Registration	Country	Serial No.	Registration Date	Expiry Date	Status	Applicant	Goods/Services	Class	Remarks
1845__0000		Registered	U.S.	75100,989	05/08/1994	06/17/97	Expired	Britannia Investment Corporation	audio tapeplayers and electronic components, namely, amplifiers, tuners, receivers, and mixing and digital recording and playback components	9	11/14/2005
1845__ALB0		Registered	Austria	71139	11/04/1996	08/15/1997	Registered	Britannia Investment Corporation		9	
1845__CA00		Abandoned Application	Canada	-	-	-	Abandoned Application	Britannia Investment Corporation		-	
1845__CT00		Abandoned Application	CTC	-	-	-	Abandoned Application	Britannia Investment Corporation		-	
1845__NZ00		Registered	New Zealand	249,827	-	-	Expired	Britannia Investment Corporation		9	
1845.079000	BOSONE	Registered	U.S.	74483,480	06/07/1993	11/12/1996	Registered	Britannia Investment Corporation	audio tapeplayers and electronic components, namely, amplifiers, tuners, receivers, and mixing and digital recording and playback components	9	Section 8 and 9 Affidavit of Use and Application for Renewal due 11/12/2006.
1845.079CA00	BOSONE	Abandoned Application	Canada	-	-	-	Abandoned Application	Britannia Investment Corporation		-	
1845.079D000	BOSONE	Registered	Germany	396210656	05/08/1996	12/02/1996	Registered	Britannia Investment Corporation		9	05/31/2006
1845.079E000	BOSONE	Registered	Spain	200835487	12/07/1995	03/28/1997	Registered	Britannia Investment Corporation		9	12/06/2005
1845.079C000	BOSONE	Registered	UK	2040080	12/07/1995	09/27/1996	Registered	Britannia Investment Corporation		9	12/07/2005
1845.079N000	BOSONE	Registered	New Zealand	256,708	-	-	Expired	Britannia Investment Corporation		9	

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REEL: 003072 FRAME: 0240

1865 00 5000	THE SPEAKER SPECIALIST	Registration	U.S.	754932.159	03/02/2000	2,439,910	02/20/2001	Registered	Britannia Investment Corporation	16	printed matter, namely, brochures on the topic of audio equipment	Sec. 8 & 9 due 08/30/2007, (see bar 08/30/2007). Sec. 8 & 9 due 02/20/2011 (see bar 08/30/2011).
1865 01 1000	FX	Registration	U.S.	761122.175	5/16/2000	2482,379	2/27/2001	Registered	Britannia Investment Corporation	9	audio equipment, audio equipment, namely, speakers	Sec. 8 & 9 due 08/23/2007 (see bar 02/28/2008). Sec. 8 & 9 due 08/28/2011 (see bar 02/28/2012).
1865 01 1000	FX	Registration	CTC	2113355	03/16/01	2113355	05/27/2002	Registered	Britannia Investment Corporation	9	audio equipment, namely, speakers	Renewed due 03/16/2011
1865 01 3000		Application	U.S.	76149.995	10/19/2000	-	-	Abandoned Application	Britannia Investment Corporation	35	on-line retail store services featuring audio equipment, namely, speakers, loudspeakers, audio monitors, including audio reference monitors, home theater speakers, reference theater speakers, subwoofers, computer speakers, multimedia speakers, automobile speakers, and parts and accessories therefor	
1865 02 2000	ATLUM	Registration	U.S.	76176.022	12/06/2000	2029187	10/01/2002	Registered	Britannia Investment Corporation	9	audio equipment, namely, indoor and outdoor loudspeakers	Sec. 8 & 9 due 10/01/2008 (see bar 04/01/2009). Sec. 8 & 9 due 10/01/2012 (see bar 04/01/2013).
1865 02 3000	THE POLK PERFORMANCE ADVANTAGE	Application	U.S.	76176.021	12/06/2000			PENDING Published 01/07/2003.	Britannia Investment Corporation	9	audio equipment, namely, speakers, loudspeakers, audio monitors, including audio reference monitors, home theater speakers, reference theater speakers, subwoofers and parts and accessories therefor	

TRADEMARK

1865 0354CTCO	Registration	CTC	000590319	06/02/1997	000590319	06/22/1999	Registered	Britishia Investment Corporation	headphones, subwoofers, amplifiers, computer sound reproduction equipment, computer video terminals, computer keyboards, computer printers, CD players, cassette players, stereo turntables, modems, computer sound cards	9	06/02/2007
1865 035DE00	Registration	Germany	P755487797	09/06/1978	965369	09/06/1978	Registered	Britishia Investment Corporation	headphones	9	09/30/2008
1865 035FR00	Registration	France	294,209 renewal reg. no 1,471,289 954,234	09/16/1978 06/15/1988	1,017,062 renewal reg. no 1,471,289	09/16/1978 06/15/1988	Registered & renewed	Britishia Investment Corporation	headphones	9	09/14/2008
1865 035GB00	Registration	Great Britain	152970	01/25/1993	B132070	04/15/1994	Registered & renewed	Britishia Investment Corporation	sound recording and reproducing apparatus; parts and fittings for all the aforesaid goods	9	01/25/2010
1865 035IT00	Registration	Guatemala	4822-83	07/26/1993	71110454157	07/26/1995	Registered	Britishia Investment Corporation		9	01/25/2005
1865 035JL00	Registration	Israel	83832	06/10/1992	83832	02/21/1995	Registered	Britishia Investment Corporation		9	06/18/2013
1865 035JN00	Application	India	577,165	07/16/1992			Pending	Britishia Investment Corporation			
1865 035K00	Registration	Iceland	546/1993	06/30/1993	953/1993	12/28/1993	Registered	Britishia Investment Corporation			12/28/2003
1865 035JP00	Registration	Japan	069354086	07/02/1996	2,111,775	02/21/1999	Registered	Britishia Investment Corporation	Speakers	JP-11	02/21/2009
1865 035KR00	Registration	South Korea	93-32645	07/23/1993	0295990	08/12/1994	Registered	Britishia Investment Corporation		-	08/12/2004
1865 035Q400	Application	Oman	8604	06/26/1993			PENDING -Request to Amend the Drawing of the Mark to the now explained version has been filed.	Britishia Investment Corporation		9	06/26/2003











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1865 035P A00	Registered	Paraguay	072846	10/03/1994	072846	02/08/1996	Registered	British Investment Corporation	-	02/08/2006
1865 035P K00	Application	Paraguay	120104	04/27/1993	120104	06/25/2003	Registered -In the process of being renewed. Renewal was originally due by April 27, 2000. However, since the registration had not issued, the deadline was extended until the registration issued.	British Investment Corporation	-	04/27/2015
1865 035R L00	Registration	Russia	90049506	11/04/1993	129334	07/14/1995	Registered -In the process of being renewed. Request to Amend the Drawing of the mark to the new stylized version of the mark is also being filed.	British Investment Corporation	-	11/04/2003
1865 035S A00	Registration	Saudi Arabia	19799	11/11/1992	28861	07/19/1993	Expired -Not to be renewed. A new application for the word mark POLK ALDHO has been filed in Saudi Arabia per client's instructions.	British Investment Corporation	-	-
1865 035V B00	Registration	Venezuela	681271	08/04/1981	110864F	09/24/1984	Registered	British Investment Corporation	-	09/24/2009
1865 035V N00	Registration	Vietnam	2074	11/24/1994	17325	07/17/1995	Registered	British Investment Corporation	-	11/24/2004
1865 036A U00	Registration	Australia	560810	08/01/1991	4560810	03/15/1993	Registered (Renewed)	British Investment Corporation	9	04/01/2008
1865 036B D00	Registration	Brazil	21450	06/06/1992	18708	06/06/1992	Registered (Renewed)	British Investment Corporation	9	06/06/2013

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1865.054BX06		Registration	Bench	0734191	10/23/1989	0472101	09031190	Registered (renewed)	British Investment Corporation	9	10/31/2009
1865.036CH00		Registration	Switzerland	381,347	02/07/1990	381,347	02/31/1991	Registered	British Investment Corporation	9	02/07/2010
1865.036CL00		Registration	Chile	218,324	09/04/1992	412,435	09/09/1993	Registered - in the process of being renewed	British Investment Corporation	9	09/09/2001
1865.036CN00		Registration	China	948,9790	04/24/1994	943,567	05/28/1996	Registered	British Investment Corporation	9	05/28/2004
1865.036CQ00		Registration	Colombia	92,374,362	01/26/1993	134,354	01/31/1994	Registered	British Investment Corporation	9	01/31/2004
1865.036DE00		Registration	Germany	P4041679ez	12/06/1990	2,066,673	11/29/1991	Registered	British Investment Corporation	-	12/31/2011
1865.036DK00		Registration	Denmark	07902/1989	10/24/1989	00530/1992	01/31/1992	Expired registration	British Investment Corporation	-	-
1865.036EQ00		Registration	Ecuador	29347	12/19/1991	3209-92	12/16/1992	Registered Renewal Application Serial 12/16/2002	British Investment Corporation	9	12/16/2002
1865.036ES00		Application	EGYPT	23503	06/10/1992			PENDING	British Investment Corporation	9	
1865.036FS00		Registration	Spain	1529427	11/07/1989	1529427	11/05/1991	Registered	British Investment Corporation		11/07/2009

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1865 036700	Registration	Finland	547989	10/25/1993	113396	12/28/1991	Expired registration	Britannia Investment Corporation	9	
1865 036FR00	Registration	France	96614563	03/06/1996	96614563	03/06/1996	Registered	Britannia Investment Corporation	9	03/05/2006
1865 036CB00	Registration	Great Britain	1401148	10/24/1989	81401148	05/03/1991	Registered (reserved)	Britannia Investment Corporation	9	10/14/2006
1865 036TK00	Registration	Hong Kong	94090	02/05/1990	8419092	10/29/1992	Registered (reserved)	Britannia Investment Corporation	9	02/05/2011
1865 036IN00	Registration	Honduras	829094	3/1/10/1994	63357	10/31/1995	Registered per FA on 12/26/2002 as "business use" is done	Britannia Investment Corporation	9	10/31/2005
1865 036BD00	Registration	Indonesia	276824	02/19/1990	276824	07/01/1992	Reserved registration	Britannia Investment Corporation		06/29/2012
1865 036IT00	Registration	Italy	24772 C89	11/17/1989	573543	08/13/1992	Registered (reserved)	Britannia Investment Corporation	9	11/17/2009
1865 036AY00	Registration	Malaysia	344423/90	01/11/1990	MA 9000423	08/23/1993	Registered (reserved) Reserved Certificate issued 09/29/2001 (rev'd 12/02/2001)	Britannia Investment Corporation		01/11/2011
1865 036NQ00	Registration	Norway	895206	10/23/1989	143192	05/23/1991	Registered	Britannia Investment Corporation	9	05/23/2011
1865 036AZ00	Registration	New Zealand	205437	10/15/1990	8305437	10/26/1993	Registered (reserved)	Britannia Investment Corporation	9	10/15/2011
1865 036P160	Registration	Paraguay	074771	03/13/1995	074771	11/14/1996	Registered	Britannia Investment Corporation	9	11/14/2006

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1865 036PH00		Registration	Philippines	7,183	05/30/1990	5194	01/13/1992	Registered Tenth Year Affidavit of Use Filed 01/13/2003	Business Investment Corporation	9	01/13/2012 15 th Anniversary Affidavit of Use or Non- Use due between 01/13/2007 - 01/13/2008
1865 036PY00		Registration	Paraguay	0334	11/02/1994	18139	10/13/1995	Registered	Business Investment Corporation	9	01/13/2005
1865 036SE00		Registration	Sweden	85-10169	1978/1989	230234	02/01/1992	Export registration	Business Investment Corporation	9	
1865 036SO00		Registration	Singapore	5B105990	02/01/1990	8105970	06/03/1994	Registered	Business Investment Corporation	9	02/10/2007
1865 036TH00		Registration	Thailand	16799	07/22/1987	116786	06/27/1987	Registered	Business Investment Corporation	9	07/23/2007
1865 036VW00		Registration	Vietnam	28773	11/14/1994	17324	07/17/1995	Registered	Business Investment Corporation	9	11/24/2004
1865 0370000	BIG SPEAKER SOUND WITHOUT THE BIG SPEAKER	Registration	U.S.	74619362	01/09/1995	1,048,714	01/01/1996	Registered	Business Investment Corporation	9	Sec. 8 & 9 due 01/16/2006 (last bar 07/16/2006)
1865 0380000	SPEED MATCHING (Bike vs SPEED MATCH)	Registration	U.S.	74696817	07/03/1995	2,111,057	11/04/1997	Registered	Business Investment Corporation	9	Sec. 8 & 15 due 12/04/2003 (last bar 05/04/2004) Sec. 8 & 9 due 11/04/2007 (last bar 05/04/2008)
1865 0390000	NIISC	Registration	U.S.	74549482	09/08/1998	2,276,438	02/17/1999	Registered	Business Investment Corporation	41	Sec. 8 & 15 due 04/19/2005 (last bar 02/02/2006) Sec. 8 & 9 due 08/17/2009 (last bar 02/28/2010)

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1865 0440000	POLK	Registration	U.S.	752593287	03/18/1997	2,190,694	09/22/1998	Registered	British Investment Corporation	Investment	9	Sec. 8 & 15 due 09/22/2004 (last bar 09/22/2003). Sec. 8 & 9 due 09/22/2000 (last bar 03/22/2009).
1865 0441700	POLK	Registration	Austria	AM4581791	11/13/1991	111082	05/08/1992	Registered	British Investment Corporation	Investment	9	03/31/2012
1865 0441900	POLK	Registration	Australia	560008	08/01/1991	A560008	08/01/1991	Registered	British Investment Corporation	Investment	9	08/01/2006
1865 0443100	POLK	Registration	Brazil	21151	06/06/1992	19270	06/06/1992	Registered	British Investment Corporation	Investment	9	06/06/2013
1865 0443300	POLK	Registration	Egypt	83302	06/20/1992	083502	06/19/1998	Registered	British Investment Corporation	Investment	9	06/20/2012
1865 0447600	POLK	Registration	France	96666787	01/05/1996	96604787	01/05/1996	Registered	British Investment Corporation	Investment	9	01/07/2009
1865 0447900	POLK	Registration	Vietnam	30772	11/24/1994	17323	07/17/1995	Registered	British Investment Corporation	Investment	9	11/24/2004
1865 0452900	polk	Registration	China	5285664	08/31/1992	663454	10/31/1992	Registered	British Investment Corporation	Investment	9	10/20/2003
1865 0453100	polk	Registration	Honduras	829794	11/10/1994	62361	10/31/1995	Registered per FA of 12/26/2002 as "non-use SEC" in die	British Investment Corporation	Investment	9	10/31/2005
1865 0453700	polk	Registration	Japan	814572	01/20/1992	2658585	05/31/1994	Registered	British Investment Corporation	Investment, other goods belonging to this class	JP-11	05/31/2004
1865 0457400	polk	Registration	Paraguay	74770	08/12/1981	74770	11/16/1996	Registered	British Investment Corporation	Investment	9	11/14/2006


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1865 0451700		Registration	Paraguay	181454	00/10/1994	181454	10/13/1995	Registered	Britannia Investment Corporation		9	10/13/2005
1865 0451700		Registration	Taiwan	(79) 1091	01/10/1991	497507	03/14/1991	Registered	Britannia Investment Corporation		9	06/31/2010 (see bar 00/28/2011)
1865 0490000	THE SPEAKER SPECIALISTS	Registration	U.S.	73406593	12/22/1982	1,247,226	02/21/1984	Registered	Britannia Investment Corporation	headphones	9	Sec. 8 & 9 due 02/21/2004 (see bar 00/21/2004)
1865 0497000	THE SPEAKER SPECIALISTS	Registration	Israel	83833	06/19/1992	83833	06/03/1995	Registered	Britannia Investment Corporation	headphones		06/19/2013
1865 0500000	POWER PORT	Application	U.S.	75285152	03/02/1997			Abandoned Client decided not to file Appeal Brief. Washing register to see if Nidamachi serves as registration for the POWERPORT mark.	Britannia Investment Corporation	headphones	9	
1865 0508000	POWER PORT	Registration	South Korea	9739143	06/25/1997	484194	10/02/1998	Registered	Britannia Investment Corporation			10/02/2008
1865 0510000	Casket Buckle	Registration	U.S.	74696818	07/03/1995	2,051,479	04/09/1997	Registered Sec. 8 & 15 reminder sent to client on 01/14/2003	Britannia Investment Corporation	headphones	9	Sec. 8 & 15 due 04/09/2003 (see bar 20/08/2003) Sec. 8 & 9 due 04/09/2007 (see bar 10/08/2007)
1865 0520000	HIGH VELOCITY COMPRESSION DRIVE	Registration	U.S.	746764001	05/17/1995	2,009,453	10/22/1996	Expired Per client's instructions	Britannia Investment Corporation	Subprocessors and headsets	9	
1865 0528000	HIGH VELOCITY COMPRESSION DRIVE	Registration	South Korea	9739145	06/25/1997	424194	10/02/1998	Registered	Britannia Investment Corporation			10/02/2008
1865 0530000	DYNAMIC BALANCE	Registration	U.S.	74258747	03/24/1992	1,821,979	02/15/1994	Registered	Britannia Investment Corporation	electronic equipment, namely, headphones	9	Sec. 8 & 9 due 02/15/2004 (see bar 00/15/2004)

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1865 054000		Registration	U.S.	73438,068	06/19/1996	1,414,773	10/28/1996	Registered	British Investment Corporation	self	9	Sec. 8 & 15 due 10/28/2006 (last bar 06/08/2007)
1865 055001	SRT	Registration	U.S.	75497,772	11/19/1996	2,112,302	11/11/1997	Registered Sec 8&15 reminder sent to client on 01/14/2003	British Investment Corporation	Independent	9	Sec. 8 & 15 due 11/11/2003 (last bar 05/11/2004) Sec. 8 & 9 due 11/11/2007 (last bar 05/11/2008)
1865 056000	HVCD	Registration	South Korea	97,291,44	06/23/1997	424,196	10/02/1998	Registered	British Investment Corporation	Registered	9	10/02/2008
1865 057000	RM DIGITAL SOLUTION	Registration	U.S.	75397,479	12/01/1998	2,462,291	06/19/2001	Registered	British Investment Corporation	Independent	9	Sec. 8 & 15 due 06/19/2007 (last bar 12/19/2007) Sec. 8 & 9 due 06/19/2011 (last bar 12/19/2011)
1865 058000	SEMIATLIVE EXPERIENCE THEATER	Registration	U.S.	74614,102	12/02/1994	2,112,626	11/11/1997	Registered Sec. 8 & 15 reminder sent to client on 01/14/2003	British Investment Corporation	Independent for future use	9	Sec. 8 & 15 due 11/11/2003 (last bar 05/11/2004) Sec. 8 & 9 due 11/11/2007 (last bar 05/11/2008)
1865 059000	RADIANT SUBLOUD	Abandoned Application	U.S.	-	-	-	-	Abandoned Application	British Investment Corporation	-	-	-
1865 069000	SDA	Registration	South Korea	882,589	11/19/1998	398,301	08/16/1990	Registered	British Investment Corporation	Registered	-	08/16/2010
1865 071000	ACOUSTIC RESONANCE CONTROL	Pending Application	United States	73211,617	-	-	-	PENDING A Renewal of Use or Statement of Use or EOT due 07/07/2003.	British Investment Corporation	Registered	-	-

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185 070000	RADIANT SUNROUND FIELD	Registration	United States	75/252,715	03/06/1997	2,233,379	03/23/1999	Registered	Brivencia Investment Corporation	Los Angeles	9	Sec. 8 & 15 due 03/23/2003 (last bar 09/23/2003)
185 074000	STEREO/DIMENS ONAL ARLAY	Registration	U.S.	75/464,331	12/01/1982	1,298,466	10/02/1984	Registered	Brivencia Investment Corporation	Los Angeles	9	Sec. 8 & 9 due 10/02/2004 (last bar 04/02/2003)
185 0734X00		Registration	Mexico	299,603	06/26/1977	672,332	09/29/2000	Registered	Brivencia Investment Corp. s/n/a		9	06/26/2007

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**U.S. and International Trademark Portfolio
In the Name of
Polk Investment Corporation
or
Polk Audio, Inc.**

1865 0400000	gofachhmmmmmm	Expired Registration	U.S.	73117,458	0302/1977	1,096,617	0802/1978	Expired registration	Polk Investment Corporation	Independent
1865 0600000	POLKSTAND	Expired Registration	U.S.	-	-	-	-	Expired Registration	Polk Investment Corporation	-
1865 0730000	REAL-TIME ARMAY	Registration	United States	73239,263	11/15/1979	1,179,910	12/01/1981	Expired registration	Polk Investment Corporation	-

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**TRADEMARK
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09/22/03

Don. Brucker
My Commission Expires: 7/1/07

BE IT REMEMBERED, that on this [25]th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPPER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

STATE OF MARYLAND)
) SS:)
COUNTY OF Baltimore)

ACKNOWLEDGMENT

SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
(SS:)
COUNTY OF Baltimore)

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at ("Assignor"), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 ("Secured Party"), under a Collateral Assignment of Patents and Trademarks, dated September 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in Schedule I and Schedule II and all Future Patents and Future Trademarks and registrations and recordings relating therof and pending applications therof and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 25, 2003

ATTEST:

By: Don Tucker
Name: Don Tucker
Title: Executive Assistant

3303037.04

BRITANNIA INVESTMENT
CORPORATION

By: George Klopfer
Name: George Klopfer
Title: President

**This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is
made this {24th} day of September, 2003, by BRITANNIA INVESTMENT CORPORATION
(formerly known as Polk Investment Corporation), a corporation of the State of Delaware having
principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"),
in favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at
2 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").**

RECITALS:

**WHEREAS, the Assignor owns the entire right, title, and interest in and to the
Patents and Trademarks (as each is defined below) ; and**

**WHEREAS, MLBFS has made certain loans, advances, extensions of credit or
other financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and
Security Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended
or supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically
defined herein shall have the meanings ascribed to them in the Loan Agreement; and**

**WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents,
the Assignor has granted to MLBFS a security interest in (a) the patents, patent applications and
patent licenses set forth in Schedule I annexed hereto (collectively, the "Patents"), which the
Assignor hereby represents is a correct and complete list of patents, patent applications and
patent licenses in which it has any beneficial interest, as of the date hereof and:**

- (i) all other extant letters patent of the United States or any other country or
political subdivision, all formulations, inventions, registrations and recordings
thereof in the United States or any other country or political subdivision, all
applications for letters patent of the United States or any other country or political
subdivision (the "Future Patents"), including, without limitation, all formulations,
inventions, registrations, recordings and applications in the United States Patent
and Trademark Office or any other country or political subdivision; (ii) all
reissues, continuations, divisions, continuations in part or extensions of any of the
foregoing; (iii) all formulations and inventions disclosed and claimed therein,
including all improvements thereto and the right to make, use and/or sell the
formulations and inventions disclosed and claimed therein; (iv) the right to sue for
past, present and future infringement of any of the foregoing; (v) any written
agreement executed or to be executed by the Assignor granting to any third party
any right to practice any formulation and/or invention disclosed or claimed in a
patent, now or hereafter held by the Assignor, or granting to the Assignor any
right to practice any formulations and/or inventions disclosed and claimed in a
patent now or hereafter owned by any third party; and (vi) any claim of the**

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09/22/03

**TRADEMARK
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**TRADEMARK
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Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

(b) the trademarks, trademark registrations and trademark applications set forth in **Schedule II** annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:

- (i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in **Schedule II** annexed hereto;
- (ii) each trademark license, including, without limitation, each trademark license listed in **Schedule II** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in **Schedule II** annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in **Schedule II** annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.

2. Assignor's Covenants. The Assignor hereby agrees and covenants:

(a) **Validity; Actions.** The Assignor has notified MLBFS in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.

(b) **Notification.** The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.

(c) **Filings.** With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.

(d) **Maintenance.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(e) **Infringement, Misappropriation or Dilution.** Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

(f) Validity. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.

3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.

(B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).

7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

8. Further Assurances. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

[SIGNATURES ON NEXT PAGE]

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09/22/03

TRADEMARK
REEL: 002846 FRAME: 0097

TRADEMARK
REEL: 003072 FRAME: 0261

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT
CORPORATION

By: *Toni Tucker*
Name: TONI TUCKER
Title: Executive Assistant

By: *George Klopfer*
George Klopfer
President

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09/22/03

TRADEMARK
REEL: 002846 FRAME: 0098

TRADEMARK
REEL: 003072 FRAME: 0262

SCHEDULE 1

PATENTS

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING PAIRED FACE-TO-FACE DRIVERS	07/764,335	U.S.	09890.0200	ABANDONED
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EPO	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION OF DIMENSIONAL SUB-SPEAKERS	4,759,066	U.S.	09890.0300	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,489,432	U.S.	09890.0400	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	1,198,683	CANADA	09890.0403	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2529933	JAPAN	09890.0410	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2,122,459	UNITED KINGDOM	09890.0421	ISSUED

TRADEMARK

REFL: 002846 FRAME: 0099

TRADEMARK
REEL: 003072 FRAME: 0263

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,924,963	U.S.	09890,0500	EXPIRED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2,002,593-0	CANADA	09890,0503	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	89250128.9	EPO	09890,0505	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2-911	JAPAN	09890,0510	ABANDONED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,569,074	U.S.	09890,1700	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	P3519644.0-09	GERMANY	09890,1707	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	4,497,064	U.S.	09890,1800	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	1,195,933	CANADA	09890,1803	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	2128059	UNITED KINGDOM	09890,1821	ISSUED

TRADEMARK
 REEL: 002846 FRAME: 0100

TRADEMARK
 REEL: 003072 FRAME: 0264


TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,630,298	U.S.	09890,1900	ISSUED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,903,300	U.S.	09890,2500	ABANDONED
SUB-WOOFER SYSTEM USING A PASSIVE RADIATOR	4,350,847	U.S.	09890,2600	EXPIRED
OPTIMIZED LOW FREQUENCY RESPONSE OF LOUDSPEAKER SYSTEMS HAVING MAIN AND SUB-SPEAKERS	4,638,505	U.S.	09890,2700	ISSUED
TWEETER SPEAKER FOR THE MM3000	07/856,944	U.S.	09890,3200	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/014,643	U.S.	09890,3217	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/028,239	U.S.	09890,3257	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890,3700	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	2,198,113	CANADA	09890,3703	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95930898.2	EPO	09890,3705	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	98105627.3	Hong Kong	09890,3708	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	8-508269	JAPAN	09890,3710	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PCT/US95/10664	PCT	09890.3716	COMPLETE
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,517,573 (CIP of 08/177,080)	U.S.	09890.3717	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	P19508771-0	BRAZIL	09890.3728	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95195235.8	CHINA	09890.3734	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD	5,809,154	U.S.	09890.3736	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	5,696,357	U.S.	09890.4100	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	PCT/US96/13636	PCT	09890.4116	PENDING
AUDIO SPEAKER WITH INTEGRAL BRACKET	5,730,409	U.S.	09890.4200	SURRENDERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	60/14,601	U.S.	09890.4600	ABANDONED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	PCT/US99/31244	PCT	09890.4616	COMPLETE
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	89-100035	TAIWAN	09890.4620	REGISTERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	1-2000-00019	PHILIPPINES	09890.4674	ABANDONED

SCHEDULE II
U.S. and International Trademark Portfolio
In the Name of Britannia Investment Corporation

Trademark No.	Symbol	Registration Status	Country	App. No.	Reg. No.	Reg. Date	Expiry Date	Applicant	Description	Class	Priority Date
1845_0000	RE	Registered	U.S.	75100/99	6260/1996	2/27/1999	06/17/97	Britannia Investment Corporation	radio telephones and electronic components, namely, amplifiers, transmitters, and audio and digital recording and playback components	9	-
1845__AU00	RE	Registered	Australia	72139	1180/1996	72139	06/15/1997	Britannia Investment Corporation	-	9	11/14/2005
1845__CA00	RE	Abandoned Application	Canada	-	-	-	-	Britannia Investment Corporation	-	-	-
1845__CT00	RE	Abandoned Application	CTC	-	-	-	-	Britannia Investment Corporation	-	-	-
1845__NZ00	RE	Registered	New Zealand	-	-	269/827	-	Britannia Investment Corporation	-	9	-
1845_070000	ESONE	Registered	U.S.	70483/00	06607/1995	2/04/1997	11/12/1996	Britannia Investment Corporation	radio telephones and electronic components, namely, amplifiers, transmitters, and audio and digital recording and playback components	9	Section 8 and 9 Affidavit of Use and Application for Renewal due 11/12/2006
1845_070CA00	ESONE	Abandoned Application	Canada	-	-	-	-	Britannia Investment Corporation	-	-	-
1845_070DE00	ESONE	Registered	Germany	394210616	6596/1996	21063963	12/20/1996	Britannia Investment Corporation	-	9	05/11/2006
1845_070ES00	ESONE	Registered	Spain	2002354/7	12071/95	2002354/7	02/20/1997	Britannia Investment Corporation	-	9	12/06/2005
1845_070GB00	ESONE	Registered	UK	2048000	12071/95	2048000	09/27/1996	Britannia Investment Corporation	-	9	12/07/2005
1845_070NZ00	ESONE	Registered	New Zealand	-	-	246/700	-	Britannia Investment Corporation	-	9	-

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186 009000	THE SPEAKER SPECIALIST	Registration	US	79/02.119	03/02/2000	2,429,910	02/20/2001	Registered	Brimacom Investments Corporation	printed matter, namely, brochures on the topic of audio equipment	16	Sec. 1.6.15 due 2/20/2007 (see bar 06/20/2007) Sec. 1.6.9 due 02/06/2011 (see bar 06/20/2011)
186 010000	FX	Registration	US	79/12.115	11/05/2000	3,483,379	3/23/2001	Registered	Brimacom Investments Corporation	audio equipment, audio equipment, namely, speakers	9	Sec. 1.6.15 due 06/20/2007 (see bar 02/02/2008) Sec. 1.6.9 due 06/20/2011 (see bar 02/02/2012)
186 011000	FX	Registration	CTC	2113355	03/16/01	2113355	05/20/2002	Registered	Brimacom Investments Corporation	audio equipment, namely, speakers	9	Renewed due 03/16/2011
186 013000		Application	US	79/19.595	10/19/2000	-	-	Abandoned Application	Brimacom Investments Corporation	on-line retail store services featuring audio equipment, namely, speakers, headphones, audio receivers, including audio reference receivers, home theater systems, reference theater speakers, speakers, reference theater speakers, speakers, computer speakers, multi-media speakers, automobile speakers, and parts and accessories therefor	35	-
186 022000	ATLUM	Registration	US	79/176.622	12/06/2000	2629187	10/01/2002	Registered	Brimacom Investments Corporation	audio equipment, namely, audio and audio receiver loudspeakers	9	Sec. 1.6.15 due 10/01/2008 (see bar 04/01/2009) Sec. 1.6.9 due 10/01/2012 (see bar 04/01/2013)
186 013000	THE POLK PERFORMANCE ADVANTAGE	Application	US	79/176.621	12/06/2000	-	-	PENDING Published 01/07/2003	Brimacom Investments Corporation	audio equipment, namely, speakers, headphones, audio receivers, including audio reference receivers, home theater systems, reference theater speakers, headphones and parts and accessories therefor	9	-











TRADEMARK

September 17, 2003
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1845 0340000	ROTATING ELLIPTICAL LENS	Registration	U.S.	76241,843	04/27/2001	2386918	04/28/1978	Registered	Biometric Investment Corporation	audio equipment, audio r- systems, antennas, speakers and headphones	9	Sec. 8 & 9 due 06/25/2008 (see bar 02/17/2008) Sec. 8 & 9 renewal due 06/25/2012 (see bar 02/23/2012)
1845 0340000	polli-vestiblo	Registration	U.S.	729117,459	03/02/1977	1,098,618	04/28/1978	Registered	Biometric Investment Corporation	headphones	9	Sec. 8 & 9 due 06/06/2008 (see bar 02/06/2009),
1845 034A800	polli-vestiblo	Registration	United Arab Emirates	7300	08/17/1994	4430	04/28/1996	Registered, Mark change provisions in a program. We would renew the Certificate of Registration until it is completed.	Biometric Investment Corporation	headphones	9	08/16/2004
1845 035A100	polli-vestiblo	Registration	Netherlands Aruba	New Bar registration No. 09376 (Cac. No. 17539)	03/10/1993	17539	08/11/1993	Registered Re-registered Bar 1/1/1993 and granted 07/28/2003	Biometric Investment Corporation	headphones	9	Renewed due 5/10/2013
1845 035A800	polli-vestiblo	Registration	Argentina	1,391,378 renewal: 1,394,385	07/28/1981	1,066,701 renewal: 1,483,155	12/06/1983	Registered in the process of being renewed.	Biometric Investment Corporation	headphones	9	10/29/2003
1845 035B100	polli-vestiblo	Registration	Bahama	17001774	02/18/1993	17001774	12/15/1993	Registered	Biometric Investment Corporation	headphones	9	12/15/2003
1845 035B800	polli-vestiblo	Registration	Brazil	81706645	04/07/1993	81706645	11/28/1996	Registered	Biometric Investment Corporation	headphones	9	11/28/2004
1845 035CA00	polli-vestiblo	Registration	Canada	471,306	06/28/1981	274,654	12/10/1983	Registered	Biometric Investment Corporation	headphones	9	12/10/2012
1845 035CA00	polli-vestiblo	Registration	China	94027789	08/24/1994	842664	04/28/1996	Registered	Biometric Investment Corporation	audio headphones	9	05/18/2006

1865 035KTC0	patBentvilo	Registration	CTC	00058319	06/02/1997	00059319	06/22/1999	Registered	Bismark Investment Corporation	handpicks, amplifiers, amplifiers, computer sound reproducing equipment, video systems, computer keyboards, computer printers, CD players, cassette players, stereo turntables, modems, computer sound cards	9	06/02/2007
1865 035DE00	patBentvilo	Registration	Germany	PT35487N/2	09/06/1978	963369	09/06/1978	Registered	Bismark Investment Corporation	handpicks	9	09/30/2008
1865 0357R00	patBentvilo	Registration	France	294309 international appl no. 924254	08/14/1978 06/15/1988	1067062 international reg no 1471289	09/14/1978 06/15/1988	Registered & renewed	Bismark Investment Corporation	handpicks	9	09/18/2008
1865 035GB00	patBentvilo	Registration	Great Britain	152870	01/25/1993	B1528070	04/15/1994	Registered & renewed	Bismark Investment Corporation	sound recording and reproducing apparatus; parts and fittings for all the aforesaid goods	9	11/25/2010
1865 035CT00	patBentvilo	Registration	Germany	4822-93	07/26/1993	73110454/157	01/26/1995	Registered	Bismark Investment Corporation		9	01/25/2005
1865 035TL00	patBentvilo	Registration	Israel	83832	06/10/1992	83832	02/21/1995	Registered	Bismark Investment Corporation		9	06/18/2013
1865 035IN00	patBentvilo	Application	India	377,165	07/16/1992			Pending	Bismark Investment Corporation			
1865 035IS00	patBentvilo	Registration	Iceland	546/1993	06/20/1993	953/1993	12/28/1993	Registered	Bismark Investment Corporation			12/28/2003
1865 035JF00	patBentvilo	Registration	Japan	06939486	07/02/1986	2111,775	02/21/1989	Registered	Bismark Investment Corporation	Speakers	P-11	02/21/2009
1865 035JK00	patBentvilo	Registration	South Korea	93-23865	07/23/1993	0295980	08/12/1994	Registered	Bismark Investment Corporation		-	08/12/2004
1865 035Q400	patBentvilo	Application	Qatar	8604	06/26/1993			PENDING -Delayed to Assess the -Drawing of the Mark to -the new revised version -has been filed.	Bismark Investment Corporation		9	06/26/2003

165 0357400	<i>polkstudio</i>	Registration	Poland	07246	10/02/1994	07246	02/02/1995	Registered	Bitman Investment Corporation	-	-	02/02/2006
165 0357400	<i>polkstudio</i>	Application	Poland	120104	04/27/1993	120104	06/25/2003	Registered At the process of being renewed. Renewal was originally due by April 27, 2000. However, since the registration had not expired, the deadline was extended until the registration was renewed.	Bitman Investment Corporation	-	-	04/27/2015
165 0357400	<i>polkstudio</i>	Registration	Russia	92049206	11/04/1993	128334	07/14/1995	Registered In the process of being renewed. Request to Amend the Drawing of the mark to the new official version of the mark is also being filed.	Bitman Investment Corporation	-	-	11/04/2003
165 0355400	<i>polkstudio</i>	Registration	Swed. Arab	18299	11/11/1992	288461	07/19/1993	Expired Not to be renewed. A new application for the word mark POLK ALDRO has been filed in Swed. Arab for about 3 structures.	Bitman Investment Corporation	-	-	-
165 0357900	<i>polkstudio</i>	Registration	Venezuela	641281	08/04/1981	110844F	09/24/1984	Registered	Bitman Investment Corporation	-	-	09/24/2009
165 0357900	<i>polkstudio</i>	Registration	Vietnam	20774	11/24/1994	17325	07/27/1995	Registered	Bitman Investment Corporation	-	-	11/24/2004
165 0364100	<i>polkstudio</i>	Registration	Australia	540810	08/01/1991	A540810	03/15/1995	Registered (Renewal)	Bitman Investment Corporation	audio speakers	9	08/01/2008
165 0368100	<i>polkstudio</i>	Registration	Burma	31180	06/06/1993	18308	06/06/1993	Registered (Renewal)	Bitman Investment Corporation	audio tape-recorders	9	06/06/2013


165 0348X00		Registration	Switzerland	0734191	10231199	0673101	09031190	Registered (renewed)	Britania Investment Corporation	scientific, manual, automatic, electric, photographic, cinematographic, optical, measuring, recording, signaling, detecting (apparatus), measuring and testing apparatus and apparatus; apparatus for recording, transmission or reproduction of sound or images; apparatus for control, recording data, automatic, vending machines and mechanisms for coin-operated apparatus; cash registers; calculating machines; data processing equipment and computers; fire extinguishing apparatus; hydrophobers and hydrophobic compositions and hydrophobic compositions	9	10231209
165 036CH00		Registration	Switzerland	381347	02071190	381347	02011191	Registered	Britania Investment Corporation	-	9	02012018
165 036CL00		Registration	Chile	218324	09041192	412403	09091193	Registered in the process of being renewed	Britania Investment Corporation	-	9	09092003
165 036CN00		Registration	China	9403790	04241194	843557	05281196	Registered	Britania Investment Corporation	-	9	05282004
165 036CQ00		Registration	Columbia	9237432	01201193	154354	01211194	Registered	Britania Investment Corporation	-	9	01212004
165 036DE00		Registration	Germany	8441674	12061190	2065673	11291191	Registered	Britania Investment Corporation	-	-	12312010
165 036DK00		Registration	Denmark	07902199	10241188	00594192	01211192	Expired registration	Britania Investment Corporation	-	-	-
165 036DC00		Registration	Sweden	29347	12191191	389472	12161192	Registered Renewed Application Serial 121616002	Britania Investment Corporation	-	9	12162002
165 036EE00		Application	Egypt	83393	06101192	-	-	PENDING	Britania Investment Corporation	-	9	-
165 036ES00		Registration	Spain	1528427	11071189	1528427	11051191	Registered	Britania Investment Corporation	-	-	11072009


185 034900	polysarfo	Registration	Finland	547899	10/25/1989	113596	12/29/1991	Expired registration	Britania Investment Corporation		9	
185 034900	polysarfo	Registration	France	9614553	03/06/1996	9614553	03/06/1996	Registered	Britania Investment Corporation		9	03/05/2006
185 034900	polysarfo	Registration	Great Britain	1401148	10/24/1989	B1401148	05/02/1991	Registered (renewed)	Britania Investment Corporation	used in trading and "producing apparatus" parts and fittings for all the apparatus, all included in Class 9	9	10/24/2006
185 034900	polysarfo	Registration	Hong Kong	04090	02/05/1990	B419092	10/29/1992	Registered (renewed)	Britania Investment Corporation		9	02/05/2011
185 034900	polysarfo	Registration	Honduras	828994	11/10/1996	03357	10/31/1995	Registered per F.A. on 02/06/2002 on "various use" in class 9	Britania Investment Corporation		9	10/31/2005
185 034900	polysarfo	Registration	Indonesia	274224	02/19/1990	274224	07/01/1992	Renewed registration	Britania Investment Corporation			06/29/2012
185 034900	polysarfo	Registration	Italy	2872 C89	11/17/1989	573545	08/13/1992	Registered (renewed)	Britania Investment Corporation		9	11/17/2009
185 034900	polysarfo	Registration	Malaysia	5442490	01/11/1990	MA 9000423	08/21/1995	Registered (renewed) Renewed 01/17/1997 Renewal Certificate issued 09/29/2001 (sec'd 12/02/2001)	Britania Investment Corporation			01-11/2011
185 034900	polysarfo	Registration	Norway	893206	10/23/1989	145192	09/22/1991	Registered	Britania Investment Corporation		9	05/13/2011
185 034900	polysarfo	Registration	New Zealand	269437	10/15/1990	B269437	10/29/1993	Registered (renewed)	Britania Investment Corporation		9	10/15/2011
185 034900	polysarfo	Registration	Peru	079771	03/31/1995	074771	11/4/1996	Registered	Britania Investment Corporation		9	11/4/2006

186: 0307H00	professor	Registration	Philippines	7364	07/01/1990	51991	01/11/1997	Registered Trade Year Assistent of The Fair 01/12/2003	Bishada Investment Corporation		9	01/12/2012 1st Amendment Address of the cor. loc. the date between 01/12/2007 - 01/12/2008
186: 0307Y00	professor	Registration	Paraguay	0231	1/18/1994	81189	10/31/1995	Registered	Bishada Investment Corporation		9	10/11/2005
186: 0306E00	professor	Registration	Sweden	81-10-69	10/26/1989	230234	07/01/1997	Expired registration	Bishada Investment Corporation		9	
186: 0306S00	professor	Registration	Singapore	59103990	02/02/1990	8103990	04/03/1994	Registered	Bishada Investment Corporation		9	02/10/2007
186: 0307H00	professor	Registration	Thailand	117399	07/21/1987	116784	04/21/1987	Registered	Bishada Investment Corporation		9	07/22/2007
186: 0307N00	professor	Registration	Vietnam	20713	1/14/1994	17324	07/31/1995	Registered	Bishada Investment Corporation		9	11/24/2004
186: 0370000	BIG SPEAKER SOUND WITHOUT THE BIG SPEAKER	Registration	U.S.	74610302	03/05/1995	1944714	01/01/1996	Registered	Bishada Investment Corporation	Manufacturers	3	Sec 8 & 9 due 01/16/2006 (cont. fee 07/16/2006)
186: 0300000	SPEED MATCHING (Said in SPEED MATCH)	Registration	U.S.	74606817	07/03/1995	2111057	11/04/1997	Registered	Bishada Investment Corporation	Manufacturers	3	Sec 8 & 15 due 12/04/2003 (cont. fee 05/04/2004) Sec 8 & 9 due 11/04/2007 (cont. fee 05/04/2008)
186: 8300000	NEWS	Registration	U.S.	7549682	09/06/1998	2278438	04/01/1999	Registered	Bishada Investment Corporation	designing and conducting computer searching for installation of consumer electronic products in vehicles	11	Sec 8 & 15 due 04/31/2005 (cont. fee 02/27/2006) Sec 8 & 9 due 09/31/2009 (cont. fee 02/27/2010)

1861 04A1000	POLK	Registration	U.S.	7529,287	C1/8/1997	2190,494	09/22/1998	Registered	Bismillah Investment Corporation	business	9	Sec. 8 & 15 due 09/22/2004 Renew by 09/22/2003 Sec. 8 & 9 due 09/22/2008 Last fee 03/22/2009
1861 04A1700	POLK	Registration	Austria	AMX41/91	11/13/1991	1410L2	05/08/1992	Registered	Bismillah Investment Corporation		9	
1861 04A1000	POLK	Registration	Australia	56008	08/01/1991	4560088	08/01/1991	Registered	Bismillah Investment Corporation		9	08/01/2008
1861 04B1000	POLK	Registration	Brunei	21351	06/06/1992	13270	06/06/1992	Registered	Bismillah Investment Corporation		9	06/06/2013
1861 04E0200	POLK	Registration	Egypt	43502	06/20/1992	083502	05/10/1998	Registered	Bismillah Investment Corporation		9	06/20/2012
1861 04F1900	POLK	Registration	France	96604787	C1/08/1996	96604787	01/08/1996	Registered	Bismillah Investment Corporation		9	01/07/2006
1861 04F1900	POLK	Registration	Vietnam	20772	11/24/1994	17323	07/17/1995	Registered	Bismillah Investment Corporation		9	11/24/2004
1861 04FC100	polk	Registration	China	9235594	08/31/1992	659454	10/31/1992	Registered	Bismillah Investment Corporation			10/30/2013
1861 04FH000	polk	Registration	Honduras	837194	11/10/1994	61361	10/31/1995	Registered	Bismillah Investment Corporation		9	10/31/2005
1861 04F1900	polk	Registration	Japan	814592	01/20/1992	265585	02/31/1994	Registered	Bismillah Investment Corporation	goods, other goods belonging to this class	JF-11	02/31/2004
1861 04F1A00	polk	Registration	Peru	74770	08/12/1981	74770	11/14/1986	Registered	Bismillah Investment Corporation		9	11/14/2006

1845 0451700	polk	Registration	Turkey	18454	0012/1994	18454	10/12/1995	Registered	Bitnash Investment Corporation		9	10/12/2005
1845 0451700	polk	Registration	Turkey	(79) 1071	01/01/1991	097507	02/11/1991	Registered	Bitnash Investment Corporation		9	09/12/2010 (see law 02/28/2011)
1845 0450000	THE SPEAKER SPECIALISTS	Registration	U.S.	73406,575	12/22/1982	1,207,826	02/21/1984	Registered	Bitnash Investment Corporation	Subscribers	9	Sec. 8 & 9 due 02/21/2004 (see law 09/12/2004)
1845 0451700	THE SPEAKER SPECIALISTS	Registration	Israel	83033	06/19/1992	83333	09/02/1995	Registered	Bitnash Investment Corporation		9	09/15/2013
1845 0500000	POWER PORT	Application	U.S.	75285,152	05/02/1997			Abandoned Claim decided not to file Appeal filed. Waiving right to sue if trademark returns to registration for the POWERPORT mark.	Bitnash Investment Corporation	Subscribers	9	
1845 0500200	POWER PORT	Registration	South Korea	97,20143	06/23/1997	424194	10/02/1998	Registered	Bitnash Investment Corporation		9	10/02/2008
1845 0510000	Colson Balda	Registration	U.S.	74606,118	07/02/1995	2,051,479	04/09/1997	Registered Sec. 8 & 15 renewal sent to client on 01/14/2003	Bitnash Investment Corporation	Subscribers	9	Sec. 8 & 15 due 04/09/2003 (see law 06/06/2003) Sec. 8 & 9 due 04/09/2007 (see law 10/06/2007)
1845 0520000	HIGH VELOCITY COMPRESSION DRIVE	Registration	U.S.	74676,801	05/17/1995	2,009,455	10/22/1996	Expired Per client's instructions	Bitnash Investment Corporation	Subscribers and Subscribers	9	-
1845 0520200	HIGH VELOCITY COMPRESSION DRIVE	Registration	South Korea	97,20143	06/23/1997	424194	10/02/1998	Registered	Bitnash Investment Corporation		9	10/02/2008
1846 0530000	DYNAMIC BALANCE	Registration	U.S.	74226,347	03/24/1992	1,821,979	02/19/1994	Registered	Bitnash Investment Corporation	Electronic equipment, computer hardware	9	Sec. 8 & 9 due 02/15/2004 (see law 09/15/2004)

1865 0540000		Registration	U.S.	7538368	86161985	1414.73	10/21/1986	Registered	Bitman Investment Corporation	grosso handelswaren	9	Sec. 8 & 9 due 10/21/2006 (last day 04/21/2007)
1865 0550001	SMT	Registration	U.S.	7509772	11/31/1986	2112.302	11/11/1987	Registered Sec. 8&15 remainder sent to clerk on 01/16/2003	Bitman Investment Corporation	handgehoeren	9	Sec. 8 & 15 due 11/11/2003 (last day 05/11/2004) Sec. 8 & 9 due 11/11/2007 (last day 05/11/2008)
1865 0560000	HVCD	Registration	South Korea	97-29164	06/25/1997	424196	10/02/1998	Registered	Bitman Investment Corporation		9	10/02/2008
1865 0570000	BM DIGITAL SOLUTION	Registration	U.S.	7599769	12/01/1998	2462391	06/19/2001	Registered	Bitman Investment Corporation	handgehoeren	9	Sec. 8 & 15 due 06/19/2007 (last day 12/19/2007) Sec. 8 & 9 due 06/19/2011 (last day 12/19/2011)
1865 0580000	SONATIME REFERENCE THEATER	Registration	U.S.	76434102	12/22/1994	2112436	11/11/1997	Registered Sec. 8 & 15 remainder sent to clerk on 01/16/2003	Bitman Investment Corporation	handgehoeren der klasse uit	9	Sec. 8 & 15 due 11/11/2003 (last day 05/11/2004) Sec. 8 & 9 due 11/11/2007 (last day 05/11/2008)
1865 0590000	RADIANT SIRENAUD	Abandoned Application	U.S.	-	-	-	-	Abandoned Application	Bitman Investment Corporation		-	-
1865 0600000	SDA	Registration	South Korea	8023589	11/19/1988	198301	09/16/1990	Registered	Bitman Investment Corporation			09/16/2010
1865 0710000	ACOUSTIC RESONANCE CONTROL	Pending Application	United States	75211617				PENDING Abandoned 01/07/2003 Statement of Use or EOT due 01/07/2003	Bitman Investment Corporation			

145 070000	BADKANT SURROUND FIELD	Registered	United States	75251,315	03/06/1997	2211,379	07/21/1999	Registered	Bikanda Investment Corporation	Landholders	9	Sec. 8 & 15 due 03/22/2003 (last fee 09/23/2005)
145 074000	STEREODIMENSI ONAL AREA Y	Registered	U.S.	71464,311	12/01/1982	1298,446	10/02/1984	Registered	Bikanda Investment Corporation	Landholders	9	Sec. 8 & 9 due 10/02/2004 (last fee 04/02/2005)
145 075000		Registered	Mexico	299,603	04/26/1997	672,852	09/29/2000	Registered	Bikanda Investment Corp. mex		9	06/26/2007

September 17, 2003
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REEL: 002846 FRAME: 0116

U.S. and International Trademark Portfolio
In the Name of
Polk Investment Corporation
or
Polk Audio, Inc.

165 048000	globe	Export Registration	U.S.	7/11/75	9/30/97	1/29/17	08/01/98	Export registration	Polk Investment Corporation	Individuals		
165 060000	POLKSTAND	Export Registration	U.S.	-	-	-	-	Export Registration	Polk Investment Corporation	-		
165 073000	REAL-TIME ABLAY	Registration	United States	7/21/203	11/15/199	1/17/10	12/01/01	Export registration	Polk Investment Corporation			

REEL: 002846 FRAME: 0117

TRADEMARK

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