

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

18103-342 7

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Klipsch, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Indiana Limited Liability

Citizenship (see guidelines) _____ Company

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 22, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.,

Internal _____ as agent

Address: _____

Street Address: 1300 E. 9th St.

City: Cleveland

State: OH

Country: USA Zip: 44114

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715

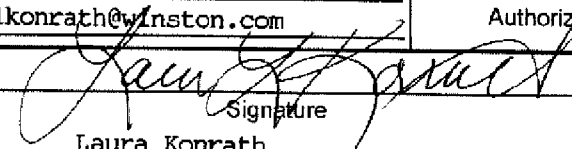
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

5/5/08
Date

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


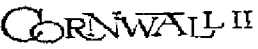
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$690.00 232428 77045526

Continuation 1
Item 9



Schedule 1

REGISTERED/PENDING TRADEMARKS:

TRADEMARK	COUNTRY	APP/REG. NO.	APP/REG. DATE
A LEGEND IN SOUND	United States of America	1879605	21-Feb-1995
ACURUS (Stylized) 	United States of America	1799195	19-Oct-1993
ARAGON (Stylized) 	United States of America	1472959	19-Jan-1988
BELLE KLIPSCH	United States of America	1873711	17-Jan-1995
CONTROLLED DISPERSION TECHNOLOGY	United States of America	2974879	19-Jul-2005
CORNWALL II (STYLIZED)  DIAMOND PRO-MEDIA	United States of America United States of America	867849 2495484	8-Apr-1969 9-Oct-2001
FORTE (Stylized) 	United States of America	1530634	21-Mar-1989
GROOVE	United States of America	77/045,526	16-Nov-2006
HERESY	United States of America	970067	9-Oct-1973
iFi	United States of America	3140161	5-Sep-2006
IGROOVE	United States of America	78/588,495	16-Mar-2005
KLIPSCH	United States of America	3265625	17-Jul-2007

TRADEMARK

REEL: 003772 FRAME: 0336

TRADEMARK	COUNTRY	APP/REG. NO.	APP/REG. DATE
KLIPSCH	United States of America	978949	19-Feb-1974
KLIPSCH	United States of America	2917215	11-Jan-2005
KLIPSCH SYNERGY SERIES	United States of America	2268056	10-Aug-1999
KLIPSCHCAST design ((KLIPSCHcast))	United States of America	77/114,641	23-Feb-2007
KLIPSCHORN	United States of America	2976218	26-Jul-2005
LA SCALA	United States of America	862324	24-Dec-1968
MUSAIC	United States of America	78/900,430	5-Jun-2006
PALLADIUM	United States of America	77/254,054	13-Aug-2007
PRO MEDIA	United States of America	2572669	28-May-2002
PRO-MEDIA	United States of America	2491900	25-Sep-2001
PWK (STYLIZED) 	United States of America	762239	31-Dec-1963
PWK and DESIGN 	United States of America	1175983	3-Nov-1981
QUINTET	United States of America	3374780	29-Jan-2008
ROOMGROOVE	United States of America	77/056,495	4-Dec-2006
TRACTRIX	United States of America	1738920	8-Dec-1992

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 22, 2008, is between Klipsch, L.L.C., an Indiana limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Secured Creditors" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 22 day of April, 2008.

KLIPSCH, L.L.C.

By: Fred S Klipsch

Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the
Secured Creditors

By: _____

Title: _____

ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Marion)

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Klipsch, L.L.C., who being by me duly sworn, did depose and say that he is such officer of such limited liability company; that the foregoing instrument was executed on behalf of said limited liability company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{Seal}

Melanie J. Franklin
Notary Public

Signature Page to Trademark Security
Agreement

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CHASE BUSINESS CREDIT

PAGE 01/08

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 20 day of April, 2008.

KLIPSCH, L.L.C.

By: _____

Title: _____

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the
Secured Creditors

By: [Signature]

Title: Vice President

ACKNOWLEDGMENT

State of _____)
) ss.
County of _____)



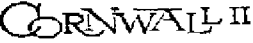

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{Seal}

Notary Public

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ROOMGROOVE	United States of America	77/056,495	4-Dec-2006
TRACTRIX	United States of America	1738920	8-Dec-1992

TRADEMARK LICENSES:

-Motorcycle Build and Limited Promotional Agreement, dated as of December 6, 2007 by and among the Grantor, Orange County Choppers, Inc., and Orange County Cycle, Inc. ("Licensors"), pursuant to which Grantor licenses the "Klipsch" mark to the Licensors

CHI2032275.3

RECORDED: 05/05/2008**TRADEMARK
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