

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klipsch, L.L.C.		04/22/2008	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	LBC Credit Partners, L.P., as Administrative Agent
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1879605	A LEGEND IN SOUND
Registration Number:	1799195	ACURUS
Registration Number:	1472959	ARAGON
Registration Number:	1873711	BELLE KLIPSCH
Registration Number:	2974879	CONTROLLED DISPERSION TECHNOLOGY
Registration Number:	0867849	CORNWALL II
Registration Number:	2495484	DIAMOND PRO-MEDIA
Registration Number:	1530634	F FORTE
Serial Number:	77045526	GROOVE
Registration Number:	0970067	HERESY
Registration Number:	3140161	IFI
Serial Number:	78588495	IGROOVE
Registration Number:	3265625	KLIPSCH
Registration Number:	0978949	KLIPSCH

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Registration Number:	2917215	KLIPSCH
Registration Number:	2268056	KLIPSCH SYNERGY SERIES
Serial Number:	77114641	KLIPSCHCAST
Registration Number:	2976218	KLIPSCHORN
Registration Number:	0862324	LA SCALA
Serial Number:	78900430	MUSAIC
Serial Number:	77254054	PALLADIUM
Registration Number:	2572669	PROMEDIA
Registration Number:	2491900	PRO-MEDIA
Registration Number:	0762239	PWK
Registration Number:	1175983	PWK
Registration Number:	3374780	QUINTET
Serial Number:	77056495	ROOMGROOVE
Registration Number:	1738920	TRACTRIX

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.007
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/14/2008

Total Attachments: 6
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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 LBC Credit Partners, L.P. (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 as agent for the secured creditors referred to therein (the "Secured Creditors"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all of 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 granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as First Priority Representative, Secured Party, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

KLIPSCH, L.L.C.

By: Fred S Klipsch
Title: _____

Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors


By: _____
Title: _____

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

KLIPSCH, L.L.C.



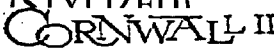

By: _____
Title: _____



Acknowledged:
LBC CREDIT PARTNERS, L.P.,
as Administrative Agent for the
Secured Creditors

By:  _____
Title: _____

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	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