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

RECORDATION FORM COVER SHEET

PATENTS ONLY

18103-342

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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.

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.,

Internal Address: as agent

Street Address: 1300 E. 9th St.

City: Cleveland

State: OH

Country: US Zip: 44114

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

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

Execution Date(s) April 22, 2008

- Assignment
- Merger
- Security Agreement
- Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address 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 patents involved: 17

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 680

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Signature

5/5/08

Date

Laura Konrath

Name of Person Signing

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

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, V.A. 22313-1450

CH \$680.00 232428 10774022

Continuation Item 4

Schedule 1

[TO BE UPDATED BY GRANTOR]

PATENTS:

Name of Grantor	Patent Description	Patent Number	Issue Date
Klipsch, L.L.C.	Loudspeaker having horn loaded driver and vent	5,898,138	27-Apr-1999
Klipsch, LLC	Skew horn for a loudspeaker	7,275,621	02-Oct-2007

PATENT APPLICATIONS:

Name of Grantor	Patent Application Description	Application Number	Filing Date
Klipsch, L.L.C.	Loudspeaker assembly having a folded bifurcated vent tube	10/774,022	06-Feb-2004
Klipsch, L.L.C.	Clamping assembly for wall-mounted loudspeaker	10/832,328	27-Apr-2004
Klipsch, L.L.C.	Controlled dispersion speaker	10/896,194	21-Jul-2004
Klipsch, L.L.C.	Axially propagating horn array	11/019,152	22-Dec-2004
Klipsch, L.L.C.	Lobe control for an acoustic horn	11/186,561	21-Jul-2005
Klipsch, L.L.C.	Adjustable receiver for digital sound storage devices	11/231,678	21-Sep-2005
Klipsch, L.L.C.	Loudspeaker with automatic calibration and room equalization	11/460,846	28-Jul-2006
Klipsch, L.L.C.	Loudspeaker with demonstration mode	11/460,855	28-Jul-2006
Klipsch, L.L.C.	Loudspeaker	11/460,861	28-Jul-2006
Klipsch, L.L.C.	Digital audio speaker system with motorized drawer mechanism	11/580,446	13-Oct-2006
Klipsch, L.L.C.	Ear tip	11/584,862	23-Oct-2006
Klipsch, L.L.C.	Audio amplifier-thermal management	11/800,012	03-May-2007
Klipsch, L.L.C.	"Mumps" horn	11/897,379	30-Aug-2007
Klipsch, L.L.C.	Balanced armature with acoustic low pass filter	11/897,380	30-Aug-2007
Klipsch, L.L.C.	Dual acoustic driver (in-ear headphones) - custom 3	61/012,482	10-Dec-2007



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PATENT SECURITY AGREEMENT

THIS PATENT 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 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 Patents and Patent licenses, 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 Patents listed on Schedule 1 annexed hereto, and is a party to the Patent 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 "Patent Collateral"), whether presently existing or hereafter created or acquired:

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

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 Patent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of this 27 day of April, 2008.

KLIPSCH, L.L.C.

By: Fred Skisne

Title: _____

Acknowledged:

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

By: _____

Title: _____

ACKNOWLEDGMENT

State of Arizona)
() ss.
County of Maricopa)

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}

Thelma J. Jantzen
Notary Public

Signature Page to Patent Security
Agreement

04/21/2008 11:36 216-791-2871

CHASE BUSINESS CREDIT

PAGE 03/08

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of this 21st 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

Schedule 1

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Klipsch, L.L.C.	Ear tip	11/584,862	23-Oct-2006
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Klipsch, L.L.C.	Dual acoustic driver (in-ear headphones) - custom 3	61/012,482	10-Dec-2007



PATENT LICENSES:

-None

CHI:2032278.3