U.S. PTO 29/308126 05/29/2008

Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)	- 2008  U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
5-29-08	ser i mari: lamit : lamit (lami:
To the Director of the U.S. Patent and Trademark Office. Field	documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
Mark A. Blanchard Bradley C. Geswein	Name: Klipsch, LLC
Thomas E. Gospel Graham Allen	Internal Address: Suite 200
Additional name(s) of conveying party(ies) attached? Yes 🗹 No	
3. Nature of conveyance/Execution Date(s):	Street Address: 3502 Woodview Trace
Execution Date(s) 05/27/08; 05/27/08; 05/27/08; 05/28/08	
✓ Assignment	
Security Agreement Change of Name	City: Indianapolis
☐ Joint Research Agreement	State: Indiana
Government Interest Assignment	Q
Executive Order 9424, Confirmatory License	Country: U.S.A. Zip: 46268
Other	Additional name(s) & address(es) attached? Yes Vo
4. Application or patent number(s):	document is being filed together with a new application.
A. Patent Application No.(s)	B. Patent No.(s)
New application	
29/308/126 Additional numbers at	tached? Yes No
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: Dean E. McConnell	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Krieg DeVault LLP	Authorized to be charged by credit card
	Authorized to be charged to deposit account
Street Address: 1 Indiana Square, Suite 2800	Enclosed
On Oct / Idan Oct	None required (government interest not affecting title)
City: Indianapolis	8. Payment Information
State: Indiana Zip:46204	a. Credit Card Last 4 Numbers 1096
Phone Number: 317-636-4341	Expiration Date 04/2010
	b. Deposit Account Number
Fax Number: <u>317-636-1507</u>	Authorized User Name
Email Address: dmcconnell@kdlegal.com	
9. Signature: De 5. m	May 29, 2008
	Date
Signature	Total number of pages including cover

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

06/02/2008 SSITHIB1 00000030 29308126 01 FC:8021 40.00 0

**PATENT** 

REEL: 021090 FRAME: 0214

## **ASSIGNMENT**

WHEREAS, Mark A. Blanchard of 3275 Paddock Road, Lebanon, Indiana, 46053, Bradley C. Geswein of 6399 Persimmon Pass, Plainfield, Indiana, 46168, Thomas E. Gospel of 12970 Brookshire Parkway, Carmel, Indiana, 46033, and Graham Allen of The Coach House, Fowlers Park House, Rye Road, Hawkhurst, Kent TN18 5DA, United Kingdom, hereinafter referred to as Assignors, have made one or more new and useful inventions in a HEADPHONE for which Assignors have made, or will make, application for Letters Patent of the United States as well as possible other countries (hereinafter the "Application"); and

WHEREAS, Klipsch, LLC, an Indiana limited liability company, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said inventions, said application for Letters Patent, all corresponding patent applications, and in and to any Letters Patent or Patents obtained therefore or thereon in the United States or in any other country;

NOW, THEREFORE, for good, valuable and legally sufficient consideration for each Assignor, the receipt of which is hereby acknowledged by all Assignors, said Assignors have sold, assigned, transferred and set over, and as demonstrated by this Assignment do sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in and to the above-mentioned invention(s), applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all divisions, continuations and continuations-in-part of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full

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PATENT REEL: 021090 FRAME: 0215 right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

For the above-recited consideration, said Assignors hereby covenant, warrant and agree that, at the time of execution and delivery of this Assignment, they are a lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

For the above-recited consideration, each of said Assignors hereby covenant and agree to execute and deliver to the Assignee, its successors, legal representatives or assigns, all papers and documents that may be required to carry out the terms of this Assignment, and take all lawful oaths, provide testimony, and do all lawful acts necessary or required to be done to reasonably assist said Assignee, its successors, legal representatives or assigns in any interference, litigation or other proceeding in any country concerning or in connection with any inventions, patent applications, Letters Patent or Patents assigned hereunder; or for the prosecution, procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions

and patent applications, or to carry out the terms of this Assignment, or vest in the Assignee, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent or Patents assigned hereunder, without further compensation from said Assignee, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignors incident to such assistance and approved in writing by said Assignee, its successors, legal representatives or assigns before any such costs or expenses are incurred.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Executed counterparts delivered by e-mail or facsimile transmission shall have the same force and effect as counterparts bearing original signatures.

Said Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent or Patents of the United States to Klipsch, LLC as the Assignee of said inventions, patent applications and the Letters Patent or Patents to be issued thereon for the sole use of Klipsch, LLC, its successors and assigns in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this Assignment.

and patent applications, or to carry out the terms of this Assignment, or vest in the Assignee, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent or Patents assigned hereunder, without further compensation from said Assignee, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignors incident to such assistance and approved in writing by said Assignee, its successors, legal representatives or assigns before any such costs or expenses are incurred.

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IN TESTIMONY WHEREOF, the Assignor has executed this Assignment.

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WITNESS Assignor's hand	this 27th day of May	_, 2008.
	Manh a. Blanchard	had
	/ Ivial k A. Bighthaid	
STATE OF INDIANA	) )ss:	
COUNTY OF MARION	)	
appeared Mark A. Blancha	Public, in and for said County and State, pard, who, being first duly sworn upon his oat bing "Patent Assignment" as his voluntary as	h, acknowledged
WITNESS my hand 2008.	and Notarial Seal this <u>JTH</u> day of <u>M</u>	ay
	Mularie L. Frank Notary Public	ice/
My Commission Expires: (	July 19,2012 Printed: Melanie L. Fra	whiger
County: Maria	Resident of Hamilton	

WITNESS Assignor's hand th	nis 27th day of May	, 2008.
	Bradley Bradley	C. Geswein
STATE OF INDIANA	) )ss:	
COUNTY OF MARION	)	
•	· ·	om upon his oath, acknowledged
WITNESS my hand ar	nd Notarial Seal this <u>274</u>	L day of May,
2008.	Mulane Notary Public	L. frauliger
My Commission Expires:	1419, 2015 Printed: Mt	Planie L. Frankiger
My Commission Expires:	Resident of H	amilton
County: Marin		_

WITNESS Assignor's hand this $27^{44}$ day of $MAY$ , 2008.
Thomas of Stopped
Thomas E. Gospel
STATE OF INDIANA )
)ss: COUNTY OF MARION )
Before me, a Notary Public, in and for said County and State, personally appeared Tom Gospel, who, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Patent Assignment" as his voluntary act and deed.
WITNESS my hand and Notarial Seal this 21th day of May,
2009
Notary Public
Notary Public Notary Public
My Commission Expires: July 19, 2012 Printed: Melanie L. Frauliger
My Commission Expires: July 19, 3013 Printed: Melanie L. Frauliger  Resident of Hamilton

Inventor Name:

Graham Allen

Residence Address: The Coach House, Fowlers Park House, Rye Road, Hawkhurst,

Kent TN18 5DA, United Kingdom

Dated: 25 May 08

Dated: 25 May 08

Graham Allen

Witness Signature

NICO LETTE

Witness Name

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PATENT REEL: 021090 FRAME: 0222

**RECORDED: 05/29/2008**