

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

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

RECORDATION FORM COVER SHEET PATENTS ONLY	
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) <u>Klipsch, L.L.C.</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>JP Morgan Chase Bank, N.A., as agent</u> Internal Address: _____ Street Address: <u>10 South Dearborn</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60603</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>July 24, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>Supplement #3 to Patent Security Agreement</u>	
4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) _____ Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information Deposit Account Number <u>232428</u> Authorized User Name <u>L Konrath</u>	
9. Signature: <u>[Signature]</u> <u>07/28/09</u> Signature Date <u>Laura L. Konrath</u> 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

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Continuation Item 4

SCHEDULE 1

PATENTS AND RELATED REGISTRATIONS AND APPLICATIONS

PATENT APPLICATIONS:

Name of Grantor	Patent Application Description	Application Number	Filing Date
Klipsch, L.L.C.	HEADPHONE	29/339,048	June 23, 2009
Klipsch, L.L.C.	IN-EAR HEADPHONES	12/316,153	December 10, 2008

SUPPLEMENT NO. 3 TO PATENT SECURITY AGREEMENT

This SUPPLEMENT NO. 3 dated as of July 24, 2009 (this "Supplement") to the Patent Security Agreement (as defined below) is made by Klipsch, L.L.C., an Indiana limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party"), as Secured Party for the benefit of the Secured Creditors.

WITNESSETH:

WHEREAS, Grantor and the Secured Party are parties to that certain Patent Security Agreement dated as of April 22, 2008, as modified by that certain Supplement No. 1 to Patent Security Agreement dated as of September 19, 2008 and that certain Supplement No. 2 to Patent Security Agreement dated as of June 11, 2009 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, Grantor has acquired certain Patents and the applications and registrations therefor and certain rights related thereto (together, the "Acquired Patent Collateral");

WHEREAS, Grantor and Secured Party desire to supplement the Patent Security Agreement in order to include the Acquired Patent Collateral therein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Patent Security Agreement.

Section 2. Grant of Security Interest. Grantor hereby grants to the Secured Party, for the benefit of itself and the Secured Creditors, a security interest in all of Grantor's right, title and interest in and to all of the Patents, Patent licenses and trade names listed on Schedule 1 hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all such Patents, Patent licenses and trade names including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties.

Section 3. Supplement to Schedules. Effective as of the date hereof, (i) the Patents, Patent licenses and trade names listed on Schedule 1 hereto shall become part of Schedule 1 to the Patent Security Agreement and (ii) the term "Patent Collateral" as used in the Patent Security Agreement shall mean (a) all property of Grantor described in the Patent Security Agreement as in effect before giving effect to this Supplement and (b) all of the Acquired Patent Collateral.

Section 4. Full Force and Effect. Without limiting the foregoing, Grantor hereby agrees that, notwithstanding the execution and delivery hereof, (a) all rights and remedies of the

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Secured Party under the Patent Security Agreement, (b) any liens or security interests created or provided for thereunder and (c) all obligations of Grantor thereunder are, and as supplemented hereby shall remain, in full force and effect for the benefit and security of all the Secured Obligations (as defined in the Security Agreement). Nothing herein contained shall in any manner affect or impair the liens and security interest created and provided for by the Patent Security Agreement as to the indebtedness which would be secured thereby prior to giving effect hereto.

Section 5. Further Assurances. Grantor agrees that upon the request of the Secured Party it will execute such further instruments and do such further acts and things as the Secured Party may reasonably require by way of future assurance of the matters and things in this Supplement.

Section 6. Counterparts. This Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Supplement.

Section 7. 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 (including the Acquired Patent Collateral) made and granted pursuant to the Patent Security Agreement, as supplemented 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, each of the parties hereto have caused this Supplement No. 3 to Patent Security Agreement to be duly executed and delivered by its properly and duly authorized officer as of the date first written above.

KLIPSCH, L.L.C.

By: 

Title: Executive Vice President

Acknowledged:

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

By: _____

Title: _____

ACKNOWLEDGMENT

State of INDIANA)
County of MARION)

ss.

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}


Notary Public

Commission Expires: DECEMBER 28, 2016

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CHASE BUSINESS CREDIT

PAGE 01/01

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplement No. 3 to Patent Security Agreement to be duly executed and delivered by its properly and duly authorized officer as of the date first written above.

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 _____)
County of _____) ss.

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{Seal}

Notary Public

SCHEDULE 1**PATENTS AND RELATED REGISTRATIONS AND APPLICATIONS****PATENT APPLICATIONS:**

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