

04-21-2004

4/21/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102727083

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bank of America, N.A., as Collateral Agent

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Arizona) Other A national banking Association

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination of Security Interest in Trademarks

Execution Date: March 30, 2004

2. Name and address of receiving party(ies) Rockford Corporation, successor by merger to Lightning Name: Audio Corporation

Internal Address:

Street Address: 600 South Rockford Drive

City: Tempe State: AZ Zip: 95281

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Arizona Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see Schedule A attached hereto.

B. Trademark Registration No.(s) Please see Schedule A attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION

Internal Address:

Attn: Penelope Agodoa

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Susanna Zubia Name of Person Signing

Susanna Zubia Signature

April 20, 2004 Date

Total number of pages including cover sheet, attachments, and document: 3

04/22/2004 6TOM11 00000001 2442197

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 40.00 OP 02 FC:0522 125.00 OP

TRADEMARK REEL: 002953 FRAME: 0920

Schedule A

Lightning Audio Corporation

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
BOLT	2442197	4/10/01
STRIKE	2431126	2/27/01
PNR PORT NOISE REDUCTION and Design	1976543	5/28/96
LIGHTNING AUDIO and Design	1945498	1/2/96

Pending Applications

Mark	Appl. Ser. No.	Filing Date
LIGHTNING AUDIO	76261823	5/23/01
LIGHTNING AUDIO	76261816	5/23/01

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 30, 2004, is made by Bank of America, N.A., as Collateral Agent (the "Secured Party").

WHEREAS, Rockford Corporation, successor by merger to Lightning Audio Corporation (the "Grantor"), has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications ("Trademarks"); and

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on January 14, 2002 at Reel 002425 Frame 0976; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A.,
AS COLLATERAL AGENT

By: _____

Name: David Maiorella

Title: Senior Vice President