

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement NO. 1 to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Klipsch Group, Inc.		04/28/2010	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as agent		
<b>Street Address:</b>	1300 East 9th Street		
<b>Internal Address:</b>	13th floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77952880	KLIPSCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125586352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	18103-342		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

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**TRADEMARK  
 REEL: 004199 FRAME: 0442**

Date:

05/05/2010

**Total Attachments: 5**

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## SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 dated as of April ~~28~~, 2010 (this "Supplement") to the Trademark Security Agreement (as defined below) is made by Klipsch Group, Inc., an Indiana corporation ("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 Trademark Security Agreement dated as of April 22, 2008 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor has acquired certain Trademarks and Trademark licenses therefor and certain rights related thereto (together, the "Acquired Trademark Collateral");

WHEREAS, Grantor and Secured Party desire to supplement the Trademark Security Agreement in order to include the Acquired Trademark 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 Trademark 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 Trademark and Trademark licenses 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 Trademarks and Trademark licenses 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 Trademarks and Trademark licenses listed on Schedule 1 hereto shall become part of Schedule 1 to the Trademark Security Agreement and (ii) the term "Trademark Collateral" as used in the Trademark Security Agreement shall mean (a) all property of Grantor described in the Trademark Security Agreement as in effect before giving effect to this Supplement and (b) all of the Acquired Trademark 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 Secured Party under the Trademark 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 Trademark 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 Trademark Collateral (including the Acquired Trademark Collateral) made and granted pursuant to the Trademark 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. 1 to Trademark Security Agreement to be duly executed and delivered by its properly and duly authorized officer as of the date first written above.

KLIPSCH GROUP, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
EVP

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 Group, Inc., 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}

*Melanie L. Frauhiger*  
Notary Public  
Melanie L. Frauhiger



**SCHEDULE 1**

**PENDING TRADEMARKS:**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP/REG. NO.</b>	<b>APP/REG. DATE</b>
KLIPSCH	United States of America	77952880	9-Mar-2010