



Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AcoustaCADD	1,680,149	03/24/92
ACOUSTA-EQ	1,888,294	04/11/95
ACOUSTALOY	731,435	05/15/62
ACOUSTAQWIK	1,913,057	08/22/95
ACOUSTAROOM	1,916,054	09/05/95
ALTEC	534,754	12/12/50
ALTEC	860,432	11/19/68
ALTEC LANSING	1,041,673	06/22/76
CARDILINE	808,405	05/17/66
CDP	1,018,745	08/26/75
COBRE FLEX (Stylized)	677,960	05/05/59
COPY-CASS	988,414	07/16/74
DANCING MAN LOGO	1,835,317	05/10/94
DELTAMAX	1,597,283	05/22/90
DUPLEX	601,276	01/25/55
DYNEX	1,186,545	01/19/82
ELECTRO-VOICE	597,558	11/02/54
EV	1,145,424	01/06/81
EV	597,559	11/02/54
EVM	1,254,396	10/18/83
FORCE	1,195,600	05/18/82

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GAUSS	1,441,057	06/02/87
GIANT VOICE	777,754	09/29/64
INCREMENTAL POWER	1,143,162	12/16/80
INTERFACE	1,092,200	05/30/78
JENSEN	665,397	08/05/58
MANIFOLD TECHNOLOGY	1,480,566	03/15/88
MANTARAY(stylized)	1,129,868	01/29/80
MARK IV AUDIO CONTROL TECH.	1,929,811	10/24/95
MASTERDOCK	2,009,906	10/22/96
MAX	1,901,572	06/27/95
MICHIGAN	813,368	08/23/66
MIXERDOCK	2,008,086	10/15/96
N/DYM	1,494,868	07/05/88
NOALA	1,401,905	07/22/86
POWERDOCK	2,020,466	12/03/96
SENTRY	979,830	03/05/74
SOUND SPOT	709,287	01/03/61
TANGERINE	1,140,281	10/07/80
THE ENTERTAINER	1,216,542	11/16/82
U and Design	1,498,388	08/02/88
UNIVERSITY	429,377	04/29/47

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
UNIVERSITY SOUND	1,898,736	06/13/95
UNIVERSITY SOUND	2,026,407	12/31/96
UNIVERSITY SOUND	2,026,562	12/31/96
UNIVERSITY (Stylized)	429,377	04/29/47
VARI INTENSE	1,668,326	12/17/91
VARIABLE-D	812,918	08/16/66
VECTA	1,414,838	10/28/86
VEGA	1,518,679	01/03/89
VMR	1,168,130	09/08/81
VOICE OF THEATRE and Design	421,777	06/18/46
VOICE OF THE HIGHWAY	1,172,997	10/13/81

Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ALTEC LANSING	75/174,214	09/30/96
LANSING	75/159,018	08/30/96
MERLIN	75/183,242	10/17/96
SUPERVISOR	75/183,243	10/17/96

Trademark Licenses

Trademark Licenses where Borrower is Licensor.

Sparkomatic Corporation, dated November 5, 1985, as amended and modified

Trademark Licenses where Borrower is Licensee.

Medialink Communication Protocol, dated as of June 24, 1993  
Alesis Corp., dated May 31, 1995

SUPPLEMENT NO. 1 TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1, dated as of February 2, 1998 (this "Supplement"), to the Patent and Trademark Security Agreement dated as of May 6, 1997 (as further amended, waived, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Patent and Trademark Security Agreement), made by Telex Communications, Inc., a Delaware corporation (the "Grantor"), in favor of The Chase Manhattan Bank, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent") and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as Documentation Agent (in such capacity, the "Documentation Agent") for the banks and other financial institution (the "Lenders") from time to time parties to the Telex Credit Agreement, dated as of May 6, 1997 (as amended, waived, supplemented or otherwise modified from time to time, the "Telex Credit Agreement"), among the Grantor, the Lenders, the Administrative Agent and the Documentation Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Telex Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to Telex;

WHEREAS, pursuant to the Credit Agreement, dated as of February 10, 1997 (as amended, supplemented or otherwise modified, the "EVI Credit Agreement"), among EV International, Inc., a Delaware corporation ("EVI"), the several banks and other financial institutions from time to time parties thereto (the "EVI Lenders") and The Chase Manhattan Bank, as administrative agent for the Lenders thereunder, the EVI Lenders agreed to make, and have made certain loans and other extensions of credit to EVI;

WHEREAS, pursuant to an Exchange Agreement, dated as of January 30, 1998, EVI Audio Holding, Inc., a Delaware corporation ("EVI HOLDINGS") and the direct parent of EVI, and Telex Communications Group, Inc., a Delaware corporation ("Holdings") and the direct parent of Telex, effectuated a transaction pursuant to which EVI Holdings merged with and into Holdings (the "Holding Company Merger"), with Holdings continuing as the surviving corporation;

WHEREAS, pursuant to the Telex/EVI Merger Documents, EVI and Telex effectuated a merger (the "Borrower Merger"; the Borrower Merger collectively with the Holding Company Merger, the "Telex/EVI Merger") of Telex with and into EVI, with EVI continuing as the surviving corporation, becoming a wholly-owned subsidiary of Holdings and changing its name to Telex Communications, Inc.

WHEREAS, as a result of the Borrower Merger, EVI assumed all of the obligations of Telex under the Telex Credit Agreement by operation of law and became the borrower under the Telex Credit Agreement;

WHEREAS, pursuant to the terms of a Guarantee and Collateral Agreement dated as of May 6, 1997, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest in all of the Collateral owned or thereafter acquired by the Grantor, including the Trademarks listed on Schedule 1 to the Patent and Trademark Security Agreement and the Patents listed on Schedule 2 to the Patent and Trademark Security Agreement.

WHEREAS, since the execution of the Patent and Trademark Security Agreement, the Telex Credit Agreement has been amended by Amendment No. 1, dated as of January 30, 1998 (the "Amendment");

WHEREAS, the Grantor wishes to supplement the Patent and Trademark Security Agreement to reflect the Amendment;

NOW THEREFORE, in consideration of the premises each of the parties hereto hereby agrees as follows:

a. Defined terms. Unless defined herein, terms which are defined in the Telex Security Agreement and the Patent and Trademark Security Agreement are used as herein as therein defined.

b. Supplemental Schedules to the Patent and Trademark Security Agreement. The Schedules to the Patent and Trademark Security Agreement which set forth the Patents and Trademarks covered by the Patent and Trademark Security Agreement are hereby supplemented by adding to such schedules the Trademarks listed on the Supplemental Schedule 1 and the Patents listed on Supplemental Schedule 2 attached hereto.

c. Counterparts. This First Supplement may be executed in counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

d. GOVERNING LAW. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAWS AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION .

e. Expenses. The Grantor agrees to pay or reimburse the Administrative Agent and the secured parties for all of their out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of the First Supplement, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.



IN WITNESS WHEREOF, the undersigned has caused this First Supplement to be duly executed and delivered as of the date first above written.

TELEX COMMUNICATIONS, INC.

By: *Charles W. Van Buren*  
Title:

ACKNOWLEDGED AND AGREED AS OF  
THE DATE HEREOF BY:

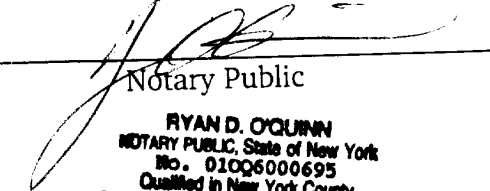
THE CHASE MANHATTAN BANK, as Administrative Agent

By: *Lawrence Palumbo, Jr.*  
Title: **Lawrence Palumbo, Jr.**  
**Vice President**

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK)

On the 2 day of February, 1998, before me personally came Christie Vandenberg to me known, who, being by me duly sworn, did depose and say he resides at 9600 Ashick Avenue, South, St. Louis, MO and that he is the Vice President & Secretary of Telex Communications, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

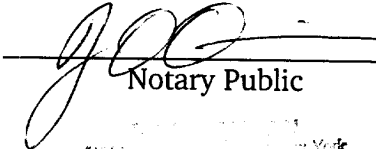
[Notarial Seal]

  
Notary Public  
**RYAN D. O'QUINN**  
NOTARY PUBLIC, State of New York  
No. 010Q600695  
Qualified in New York County  
Commission Expires December 22, 1999

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK)

On the 30 day of January, 1998, before me personally came Lawrence Plumb to me known, who, being by me duly sworn, did depose and say he resides at 270 Park Avenue and that he is the Vice President of CHASE MANHATTAN BANK, the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said association; and that he has signed said instrument on behalf of said association pursuant to said authority.

[Notarial Seal]

  
\_\_\_\_\_  
Notary Public  
New York  
1999

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Medialink Communication Protocol, dated as of June 24, 1993  
Alesis Corp., dated May 31, 1995

PATENTS

<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>File/Issue</u>
D276,518	Portable Loudspeaker System	Clemens	11/16/81 11/27/84
D277,852	Microphone	Watson	7/22/82 3/5/85
D282,063	Microphone	Watson	8/12/83 1/7/86
4,122,508	Modular Printed Circuit Board Assembly having cooling means	Rumbaugh	9/6/77 10/24/78
4,130,023	Method and apparatus for testing and evaluating Loudspeaker Performance	Henricksen	12/27/77 12/19/78
4,151,378	Electrostatic Microphone with Damping to Improve Omnidirectionality, Flatten Frequency, Reduce Wind Noise	Watson	5/8/78 4/24/79
4,176,731	Two Section Exponential Acoustical Horn	Sinclair	11/21/77 12/4/79
4,180,710	Adjustably Positioned Phasing Plug	Spranger	8/24/78 12/25/79
4,180,780	Input Decoupling for Transistor Differential Amplifier	Rumbaugh	10/2/78 12/25/79
4,187,926	Loudspeaker Horn	Henricksen	12/8/78 2/12/80
4,194,096	Microphone Shock Mount and Assembly	Ramsey	11/3/78 3/18/80
4,233,566	Distortion Free Power Limiting and Clipping Prevention Circuit	Nestorovic	10/23/78 11/11/80
4,258,235	Pressure Gradient Electret Microphone	Watson	11/03/78 3/24/81
4,296,278	Loudspeaker Overload Protection Circuit	Cullison	1/5/79 10/20/81



<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>File/Issue</u>
4,325,456	Acoustical Transformer for Compression-Type Loudspeaker with an Annular Diaphragm	Ureda	10/10/80 4/20/82
4,344,184	Wireless Microphone	Edwards	7/31/80 8/10/82
4,401,859	Directional Microphone with High Frequency Selective Acoustic Lens	Watson	5/29/81 8/30/83
4,410,770	Directional Microphone	Hagey	6/8/81 10/18/83
4,431,950	Capstan Drive System for High Speed Tape Duplicator	Bingaman	7/28/82 2/14/84
4,547,632	Dynamic Loudspeaker	Bryson	4/4/84 10/15/86
4,567,608	Microphone for Use on Location	Watson, et al	3/23/84 1/28/86
4,593,405	Loudspeaker System with Combination Crossover and Equalizer	Frye, et al.	5/24/84 6/3/86
4,624,338	Loudspeaker Enclosure for a Vibrating Diaphragm Loudspeaker	Ewald	2/1/85 11/25/86
4,629,029	Multiple Driver Manifold	Gunness	11/15/85 12/16/86
4,646,873	Microphone and Acoustic Equalizer Therefor	Bryson	3/4/86 3/3/87
4,685,137	Microphone with Non-Symmetrical Directivity Pattern	Watson, et al.	5/17/85 8/4/87
4,685,532	Constant Directivity Loudspeaker Horn	Gunness	2/21/86 8/11/87
4,718,517	Loudspeaker and Acoustic Transformer Therefor	Carlson	2/27/86 1/12/88

<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>File/Issue</u>
4,733,749	High Output Loudspeaker for Low Frequency Reproduction	Newman, et al.	2/26/86 3/29/88
4,858,808	Tape Handling Apparatus	Bingham, Drum, Williams	5/27/87 8/22/89
4,866,543	Multiple Slave Video Tape Reproduction System	Cooper	9/11/87 9/12/89
4,923,031	High Output Loudspeaker System	Carlson	2/26/86 5/8/90
4,933,975	Dynamic Loudspeaker for Producing High Audio Power	Button	5/19/88 6/12/90
4,984,278	Adjustable Mount for a Loudspeaker	Frye, et al.	7/25/88 1/8/91
5,020,630	Loudspeaker and Horn Therefor	Gunness	12/8/89 6/4/91

#### Patent Licenses

##### Patent Licenses where Borrower is Licensor.

Sublicense to Richard A. Schomberg and Eugene B. Rimkeit, dated October 15, 1993 (license back of rights under patents licensed to Borrower below)

##### Patent Licenses where Borrower is Licensee.

Forked Creek Technologies, Inc., dated January 1, 1996  
Medialink Communication Protocol, dated as of June 24, 1993  
Daniel J. Schrader d/b/a Digital Power Switch, dated May 25, 1994  
University of Essex, dated July 19, 1988  
Alesis Corp., dated May 31, 1995  
Richard A. Schomberg and Eugene B. Rimkeit, effective as of September 28, 1992  
Dr. Eugene T. Patronis, Jr., dated January 17, 1994

# AMSTER, ROTHSTEIN & EBENSTEIN

MORTON AMSTER  
DANIEL S. EBENSTEIN  
PHILIP H. GOTTFRIED  
MICHAEL J. BERGER  
NEIL M. ZIPKIN  
ANTHONY F. LO CICERO  
JOEL E. LUTZKER  
KAREN ARTZ ASH  
KENNETH P. GEORGE  
ABRAHAM KASOAN, PH.D.  
LEONARD S. SORGI

NEAL L. ROSENBERG  
IRA E. SILFIN  
LAURIE J. GENTILE  
CHESTER ROTHSTEIN  
DAVID H. KAGAN  
DENISE A. LINDENAUER  
CRAIG J. ARNOLD  
NANCY M. DODDERIDGE  
BRIAN McQUILLEN  
CHARLES R. MACEO  
TREBOR LLOYD  
NEAL S. GREENFIELD  
DONNA L. ANGOTTI  
JANE UNGARO  
SIMON BOCK  
JOSEPH M. CASINO  
JOHN S. ECONOMOU\*\*  
BETH KOTRAN\*\*  
JOHN C. GARCES  
MARK J. ROSENBERG

COUNSELORS AT LAW

PATENTS • TRADEMARKS • COPYRIGHTS

90 PARK AVENUE

NEW YORK, NEW YORK 10016

(212) 697-5995

JESSE ROTHSTEIN (RETIRED)

INTERNATIONAL DEPARTMENT

DAVID R. BROWN\*

PATRICK E. BOLAND\*\*

FACSIMILE NOS.

212-266-0854

212-266-0062

\*NON-LAWYER

\*\*NOT ADMITTED

IN NEW YORK

July 21, 1998

via Express Mail

Honorable Commissioner of  
Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Attn: Trademark Assignment Branch

Re: The Chase Manhattan Bank/ Telex Communications, Inc.  
Supplement No. 1 To Patent and Trademark Security Agreement  
(Telex Communication, Inc./ The Chase Manhattan Bank)  
U.S. Trademark Reg. No. 1,680,149, et al.  
Our File 20050-44

Dear Sir:

Enclosed for filing and recordation please find Supplement No. 1 to Patent and Trademark Security Agreement, dated February 2, 1998, made by Telex Communications, Inc. (the "Grantor"), in favor of The Chase Manhattan Bank, as Administrative Agent (in such capacity the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Telex Credit Agreement.

42617.1

"Express Mail" mailing label number EM507805165US  
Date of Deposit July 21, 1998  
I hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail First Class to Addressee" service under 39 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner of Patents and Trademarks, Washington, D.C. 20231.  
James Anastasio  
James Anastasio  
(Signature of person mailing paper or fee)

Honorable Commissioner of  
Patents and Trademarks

-2-

July 21, 1998

By this enclosed document, the Grantor grants and conveys to the Administrative Agent for its benefit and the ratable benefit of the Lenders, a security interest in the entire right, title and interest in and to certain U.S. trademark registrations and applications identified in the annexed Schedule I to Supplement No. 1 To Patent and Trademark Agreement.


Kindly record this Supplement No. 1 to Patent and Trademark Security Agreement against each of the U.S. trademark registrations and applications identified in Schedule I annexed thereto, in the Trademark Assignee Index.

Also enclosed is a check in the amount of \$1,440.00, representing payment of the fees incurred in connection with such filing and recordation. Kindly charge any additional costs to the Deposit Account of Amster, Rothstein & Ebenstein, Account No. 01-1785.

Kindly address any inquiries concerning this matter to the attention of the undersigned at the above address.

Respectfully submitted,

AMSTER, ROTHSTEIN & EBENSTEIN

  
Jane Ungaro

JU/org  
Encls.

cc: John Wry, Esq. (w/ encl.)  
Simpson Thacher & Bartlett

42617.1

RECORDED: 07/22/1998

TRADEMARK  
REEL: 1758 FRAME: 0457