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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): **Telex Communications, Inc.**

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☒ Corporation-State (DE)

☐ Other _____

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: December 9, 1999

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

A. Trademark Application No.(s) **75/752,123**

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): $40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.	KEAhrend	1/18/00
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 7

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

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of December ___, 1999 is made by Telex Communications, Inc., a Delaware corporation, as successor by assumption to GST Acquisition Corp. (the "Company"), in favor of The Chase Manhattan Bank, as Administrative Agent (the "Agent") for the banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 6, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, Morgan Stanley Senior Funding, Inc., as Documentation Agent, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Patent and Trademark Security Agreement, dated as of May 6, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Section 2 to the Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Collateral, which includes all Trademarks "now owned or at any time hereafter acquired" by the Company;

WHEREAS, after execution of the Security Agreement, additional Trademarks (including those set forth on Schedule A hereto) have been acquired by the Company; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff

against, and effective upon demand made upon the occurrence and during the continuance of an event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

TELEX COMMUNICATIONS, INC.

By: _____
Name: JOHN A. PALLESCHI
Title: VICE PRESIDENT

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Name:
Title:

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against, and effective upon demand made upon the occurrence and during the continuance of an event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

TELEX COMMUNICATIONS, INC.

By:_____
Name:
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

By:_____
Name: Jonathan Twichell
Title: Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 8th day of December, 1999, before me personally came Jonathan E. Twichell, who is personally known to me to be the Vice President of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that _he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that _he acknowledged said instrument to be the free act and deed of said corporation.

Deborah K. Welles
Notary Public

"OFFICIAL SEAL"
DEBORAH K. WELLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/10/02

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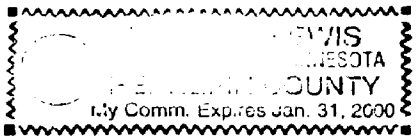
STATE OF Minn.)
) ss:
COUNTY OF Henn.)

On the 9th day of December, 1999, before me personally came John A. Pallaoari, who is personally known to me to be the Vice Pres. of Telex Communications, Inc., a Delaware corporation; who, being duly sworn, did depose and say that _he is the Vice Pres. in such corporation, the corporation described in and which executed the foregoing instrument; that _he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that _he acknowledged said instrument to be the free act and deed of said corporation.



Nancy J. Sevin
Notary Public

[NOTARIAL SEAL]

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ATTACHMENT A

Newly-Acquired Intellectual Property*

Dated as of September 30, 1999

U.S. TRADEMARK OR SERVICE MARK REGISTRATIONS

Mark	Registration No.	Issued
(None)		

U.S. TRADEMARK OR SERVICE MARK APPLICATIONS

Mark	Serial No.	Filed
TELEX	75/752,123	7/15/99