

4-25-02
FORM PTO-1594

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/2002)

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04-25-2002



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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):

Telex Communications, Inc. 4-25-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 17, 2002

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ 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
(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)

76/350,014

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: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY 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 credit card

8. Deposit account number:

04/25/2002 DBYRNE 00000245 76350014

DO NOT USE THIS SPACE

01 EC:481

9. Signature.

40.00 DP

Robyn Rahbar, Esq.
Name of Person Signing

Signature

Date

4/24/02

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002491 FRAME: 0912

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 17, 2002 is made by Telex Communications, Inc., a Delaware corporation, as successor by assumption to GST Acquisition Corp., (the "Grantor"), in favor of JPMorgan Chase Bank (formerly The Chase Manhattan Bank), a New York banking corporation, as administrative agent (in such capacity, the "Agent") for the several 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 Grantor, the Lenders, the Agent and Morgan Stanley Senior Funding, Inc., as documentation agent for the Lenders.

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 Grantor upon the terms and subject to the conditions set forth therein;

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

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of the Guarantee and Collateral Agreement;

WHEREAS, the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 10, 1998 at Reel 1717 and Frame 0507;

WHEREAS, pursuant to Section 2 of the Guarantee and Collateral Agreement, the Grantor **pledged and granted** to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Patents "now owned or at any time hereafter acquired" by the Grantor;

WHEREAS, after the execution of the Guarantee and Collateral Agreement, additional Trademarks (including those set forth in Schedule A hereto) have been acquired by the Grantor;

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution and delivery of this Grant of Security Interest in Trademark Rights;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor 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 Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor 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 (including, without limitation, those items 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.

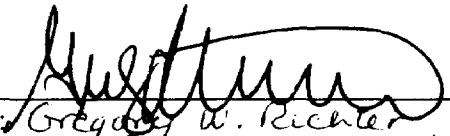
SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral 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. Grantor 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 Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TELEX COMMUNICATIONS, INC.

By: 
Name: *Gregory W. Richter*
Title: *Vice President and CFO*

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TELEX COMMUNICATIONS, INC.

By: _____
Name:
Title:

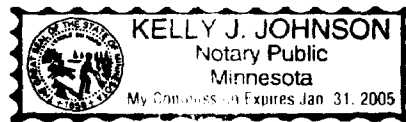
JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: Susan E. Atkins
Name: Susan E. Atkins
Title: Managing Director

STATE OF Minnesota)
) ss
COUNTY OF Dakota)

On the 10th day of April, 2002, before me personally came Gregory W. Richter, who is personally known to me to be the Vice President & CFO of Telex Communications, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Kelly J. Johnson
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the 17 day of April, 2002, before me personally came
Susan E Atkins, who is personally known to me to be the Managing Director of
JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose
and say that she/he is the Managing Director in such corporation, the corporation
described in and which executed the foregoing instrument; that she/he executed and delivered
said instrument pursuant to authority given by the Board of Directors of such corporation; and
that she/he acknowledged said instrument to be the free act and deed of said corporation.

Arlene N. Gibbs
Notary Public

ARLENE N. GIBBS
Notary Public, State of New York
No. 01GI6025531
Qualified in Nassau County
Commission Expires June 1, 2003

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Newly Acquired Trademarks

(Dated as of December 31, 2001)

Trademark	Registration or Serial Number
SPINWISE	U.S. Ser. No. 76/350,014