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06-17-2004

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



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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.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/19/03

2. Name and address of receiving party(ies)

Name: General Electric Capital

Internal Address: Corporation, as Agent

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) 78/348,631

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Diane White

Internal Address: c/o King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 210.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Diane White Name of Person Signing

Signature

June 8, 2004

Date

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

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

06/17/2004 GT0N11 00000127 78348631

01 FC:8521 40.00 OP 02 FC:8522 50.00 OP 03 FC:8523 120.00 OP

**Schedule I to Trademark Security Agreement**

**UNITED STATES**

29961.2510.1.1	PROFESSOR	1/7/2004	78/348,631	PENDING	TM
	TM - CD PLAYER THAT ASSISTS THE BLIND AND PRINT DISABLED				
29961.3410.1	X-LINE	3/11/2004	78/382,348	PENDING	09
	09 - APPARATUS FOR RECORDING, TRANSMISSION AND REPRODUCTION OF SOUND OR IMAGES; LOUDSPEAKERS				

**UNITED STATES**

29961.5110.1	RTS	4/13/2004	78/401,124	PENDING	TM
	TM - INTERCOM SYSTEMS AND DIGITAL MATRIX INTERCOM SYSTEMS, COMPRISED OF SYSTEM POWER SUPPLIES, INTERCOM MATRICESE, MASTER STATIONS, USER STATIONS, HEADSET STATIONS, SPEAKER STATIONS, PASSIVE SPEAKERS, BELTPACK STATIONS, ELECTRONIC STATIONS, MICROPHONE PREAMPLIFIERS, CARD FRAME ASSEMBLIES, POWER SUPPLY ASSEMBLIES, COMMUNICATIONS AMPLIFIERS, DISTRIBUTION AMPLIFIERS, MICROPHONE TO LINE LEVEL AMPLIFIERS, BUFFER AMPLIFIERS, INTERFACES, SYSTEM TO SYSTEM ADAPTERS, DUAL DIGITAL HYBRID INTERFACES, REACK MOUNT PANELS, CALL LIGHT INDICATORS, ASSIGN PANELS, JUNCTION BOXES, RACK MOUNT KITS, PANEL MOUNT MICROPHONES, SPLITTERS, INPUT AND OUTPUT PINS, CHANNEL WALL PLATES, INTERFACE CARDS, NETWORK CARDS, MATRIX TRUNKING, KEYPANELS, AND PARTS THEREFOR				

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2003 (this "Trademark Security Agreement") between TELEX COMMUNICATIONS, INC., a Delaware corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement defined below ("Lenders").

**WITNESSETH:**

**WHEREAS:**

- (A) Grantor has entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among Grantor (as the Borrower), the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as Lenders, and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent, pursuant to which, among other things, Lenders have agreed to make a certain revolving credit facility available to Grantor upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Grantor wishes to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other persons party thereto as "Grantors" and Agent; and
- (D) Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

NYB 1437008.1

To secure the payment of the Obligations and all present and future obligations of Grantor (all such Obligations and other secured obligations, the "Secured Obligations") Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted 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.


4. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

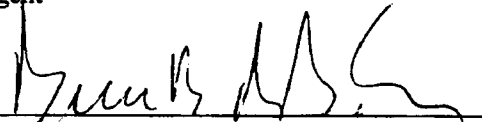
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TELEX COMMUNICATIONS, INC.,**  
as Grantor

By:   
Name: Gregory Richter  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:   
Name: Bruce Robertson  
Title: Senior Vice President

*SIGNATURE PAGE TO TELEX TRADEMARK SECURITY AGREEMENT*