

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSCP Recovery (US), LLC	FORMERLY TCI Investments LLC	01/14/2005	LLC:
Golden Tree Asset Management	FORMERLY Golden Tree High Yield Opportunities I, L.P.	01/14/2005	LLC:
RECEIVING PARTY DATA			
Name:	Telex Communications, Inc.		
Street Address:	12000 Portland Avenue South		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1414838	VECTA	
Registration Number:	1186545	DYNEX	
Registration Number:	1518679	VEGA	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612)492-7266		
Email:	mgleason@fredlaw.com		
Correspondent Name:	Mary Gleason		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Mary H. Gleason		

OP \$90.00 1414838

Signature:

/Mary H. Gleason/

Date:

02/03/2005

Total Attachments: 3

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T-778 P.002/005 F-270

RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Release") is effective as of November 19, 2003, by and between TELEX COMMUNICATIONS, INC., a Delaware corporation ("Telex"), GSCP RECOVERY (US), LLC (f/k/a TCI INVESTMENTS LLC), and GOLDEN TREE ASSET MANAGEMENT, LLC (as successor co-agent to GOLDEN TREE HIGH YIELD OPPORTUNITIES I, L.P.) ("Secured Parties").

RECITALS

A. Telex and the Secured Parties are parties to that certain Amended and Restated Note Purchase Agreement ("Agreement") dated as of November 21, 2001 by and among Telex and Secured Parties pursuant to which, Telex granted Secured Parties a first security interest in Telex's assets including but not limited to its intellectual property assets.

B. On November 19, 2003, Telex prepaid in full all amounts owed to Secured Parties and accordingly, the Agreement and all associated notes were terminated, and all liens encumbrances or other security interests on all Telex property in favor of the Secured Parties were terminated and released.

C. In association with the releases, the Secured Parties agreed to deliver to Telex or its attorney, such other termination statements or other assignments or agreements, in form and substance, satisfactory to Telex as Telex may reasonably request in connection with release of the security interests; and Secured Parties authorized Telex to file UCC-3 termination statements (with or without signature) and such other documents, instruments and releases with respect to any to any mortgages, liens, encumbrances or other security interests on any Telex property

D. This Agreement memorializes Secured Parties' release of its security interests in Telex's intellectual property assets on November 19, 2003 and may be filed with the United States Patent and Trademark Office and any applicable offices for purposes of recording the releases.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interests. The Secured Parties do hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Telex, their successors and assigns, all security interests, liens, mortgages, charges and encumbrances on all Telex intellectual property assets including, but not limited to, all trademarks, trademark applications and registrations, patents, and patent applications, and copyrights and copyright applications and registrations granted by Telex in favor of Secured Parties pursuant to the Agreement.

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2. Further Cooperation. The Secured Parties have agreed to deliver to Telex or its attorney, such other termination statements or other assignments or agreements, in form and substance, satisfactory to the Company as Telex may reasonably request in connection with release of the security interests and authorized Telex to file UCC-3 termination statements (with or without signature) and such other documents, instruments, and releases with respect to any mortgages, liens, encumbrances or other security interests on any Telex property to evidence the releases.

3. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. The Secured Parties further represent and warrant that the security interests granted under or pursuant to the Agreement have not been assigned by Secured Parties to any other party.

4. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

5. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

6. Governing Law. This Agreement and the actions of the parties hereunder shall in all respects be governed by the laws of the state of New York (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal law.

SECURED PARTIES:

TELEX COMMUNICATIONS, INC.

GSCP RECOVERY (US) LLC

By: Kristine L. Bruer
Name: KRISTINE L. BRUER
Its: VICE PRESIDENT

By: _____
Name: _____
Its: _____

GOLDEN TREE ASSET MANAGEMENT, LLC

By: Thomas H. Shredell
Name: THOMAS H. SHREDELL
Its: _____

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2. Further Cooperation. The Secured Parties have agreed to deliver to Telex or its attorney, such other termination statements or other assignments or agreements, in form and substance, satisfactory to the Company as Telex may reasonably request in connection with release of the security interests and authorized Telex to file UCC-3 termination statements (with or without signature) and such other documents, instruments, and releases with respect to any mortgages, liens, encumbrances or other security interests on any Telex property to evidence the releases.

3. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. The Secured Parties further represent and warrant that the security interests granted under or pursuant to the Agreement have not been assigned by Secured Parties to any other party.

4. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

5. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

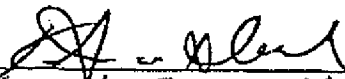
6. Governing Law. This Agreement and the actions of the parties hereunder shall in all respects be governed by the laws of the state of New York (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal law.

SECURED PARTIES:

TELEX COMMUNICATIONS, INC.

GSCP RECOVERY (US) LLC

By: _____
 Name: _____
 Its: _____

By: 
 Name: KEITH W. ABELL
 Its: _____

GOLDEN TREE ASSET MANAGEMENT, LLC

By: _____
 Name: _____
 Its: _____

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