

02-08-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORD
TRADEMARKS
102936241

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
 JPMorgan Chase Bank
 Susan E. Atkins, Managing Director
 380 Madison, 9th Floor
 New York, NY 10017
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____
 Citizenship (see guidelines) _____
 Execution Date(s) December 17, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No
 Name: Telex Communications, Inc.
 Internal _____
 Address: _____
 Street Address: 12000 Portland Avenue S.
 City: Burnsville
 State: MN
 Country: USA Zip: 55337
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____
 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)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No.(s)
78/210,591 78/348,631 78/401,124 1,923,393 2,644,136 2,750,937
78/281,342 78/382,348 78/478,029
 B. Trademark Registration No.(s)

 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Asmah Tareen
 Internal Address: Fredrikson & Byron, P.A.
Suite 4000
 Street Address: 200 South Sixth Street
 City: Minneapolis
 State: MN Zip: 55402-1425
 Phone Number: (612) 492-7139
 Fax Number: (612) 492-7077
 Email Address: Atareen@fredlaw.com

6. Total number of applications and registrations involved: 98
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,465
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Mary H. Gleason Signature January 17, 2005 Date
 Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/07/2005 ECOOPER 00000079 78210591
 01 FC:8521 40.00 OP
 02 FC:8522 2425.00 OP

TRADEMARK
REEL: 003124 FRAME: 0567

4. Additional Trademark Registration Numbers

B.

2,602,319
2,435,827
1,020,396
1,941,761
1,680,149
1,888,294
0,731,435
1,913,057
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2,828,626

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T-770 P.004/005 F-270

RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is dated as of December 17, 2004 and effective as of November 19, 2003 by and between TELEX COMMUNICATIONS, INC., a Minnesota corporation ("Telex"), and JPMORGAN CHASE BANK, NA (f/k/a The Chase Manhattan Bank and subsequently, JPMorgan Chase Bank) ("Secured Party").

RECITALS

A. Telex and the Secured Party are parties to that certain Credit Agreement dated May 6, 1997 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), by and among Telex and the Secured Party.

B. On November 19, 2003, Telex prepaid in full all amounts owed to the Secured Party and accordingly, the Credit Agreement and all associated notes were terminated (except as to such provisions of the Credit Agreement expressed to survive termination), and all liens encumbrances or other security interests on all Telex property in favor of the Secured Party were terminated and released.

C. In association with the releases, the Secured Party agreed (as the cost and expense of Telex) 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 Party 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 Party's 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 Interest. The Secured Party does (to the extent not already released) 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 at any time held by it to secure obligations under the Credit Agreement 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 Party pursuant to the Agreement.

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2. Further Cooperation. The Secured Party has (at the cost and expense of Telex) 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 Party further represents and warrants that the security interests granted under or pursuant to the Agreement have not been assigned by Secured Party 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.

DEBTOR:

SECURED PARTY:

TELEX COMMUNICATIONS, INC.

JPMORGAN CHASE BANK, NA

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

By: Melissa E. Atkins
 Name: Melissa E. Atkins
 Its: Managing Director

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