

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOUD Technologies Inc.		08/29/2005	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Merrill Lynch Capital, as Administrative Agent
<b>Street Address:</b>	222 North LaSalle Street, 16th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78222103	DSA
Registration Number:	1844923	ACOUSTICAL PERFORMANCE PARTNERSHIP
Registration Number:	1844924	APP
Registration Number:	2064453	CONCENTRIC PHASE ALIGNED ARRAY
Registration Number:	2286276	D8B
Registration Number:	1863529	EAW
Registration Number:	1862288	EAW
Registration Number:	2384538	HUMAN USER INTERFACE HUI
Registration Number:	2319713	MACKIE.
Registration Number:	2242780	MACKIE.
Registration Number:	2015046	MACKIE.
Registration Number:	2017111	
Registration Number:	2377898	
Registration Number:	2090377	

**OP \$540.00 78222103**

Registration Number:	2245993	
Registration Number:	2305886	
Registration Number:	2276537	
Registration Number:	1999694	SIA-SMAART
Registration Number:	2732608	SMAART
Registration Number:	2688405	SMAARTLIVE
Registration Number:	2867955	TAPCO

**CORRESPONDENCE DATA**

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128637194  
Email: sonya.szot@goldbergkohn.com  
Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sonya Szot
Signature:	/sonya szot/
Date:	08/30/2005

Total Attachments: 5  
source=PDF\_Docu#page1.tif  
source=PDF\_Docu#page2.tif  
source=PDF\_Docu#page3.tif  
source=PDF\_Docu#page4.tif  
source=PDF\_Docu#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29<sup>th</sup> day of August, 2005, by LOUD Technologies Inc., a Washington corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, Grantee, Lenders and St. Louis Music, Inc., a Missouri corporation ("SLM"), are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and SLM by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain of its affiliates, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a lien on, security interest in, and right of set-off against Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark (other than an application to register any trademark prior to the filing under applicable law of a verified statement of use (or equivalent) for such trademark) listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the


goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature page follows]**

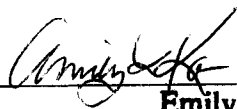
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LOUD TECHNOLOGIES INC.**

By   
Its CFO

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By   
Its \_\_\_\_\_  
**Emily L. Koehn**  
**Assistant Vice President**

Trademark Security Agreement (LOUD)

**TRADEMARK**  
**REEL: 003149 FRAME: 0942**

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ACOUSTICAL PERFORMANCE PARTNERSHIP	1,844,923	7/12/1994
APP	1,844,924	7/12/1994
CONCENTRIC PHASE ALIGNED ARRAY	2,064,453	5/27/1997
D&B (design)	2,286,276	10/12/1999
EAW	1,863,529	11/22/1994
EAW & Design	1,862,288	11/15/1994
HUMAN USER INTERFACE AND HUI (stylized) (design)	2,384,538	9/12/2000
MACKIE.	2,319,713	2/15/2000
MACKIE.	2,242,780	5/4/1999
MACKIE.	2,015,046	11/12/1996
Running Man (Design - Right side)	2,017,111	11/19/1996
Running Man (Design) (Left Side)	2,377,898	8/15/2000
Running Man (Design) (Left)	2,090,377	8/26/1997
Running Man (design) (right)	2,245,993	5/18/1999
Running Man (Design) Left Side	2,305,886	1/4/2000
Running Man (Design) Right Side	2,276,537	9/7/1999
SIA-Smaart	1,999,694	9/10/1996
SMAART	2,732,608	7/1/2003
SMAARTLIVE	2,688,405	2/18/2003
TAPCO	2,867,955	7/27/2004

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
DSA	78/222,103	3/5/2003