

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shure Incorporated		09/02/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Shure Acquisition Holdings, Inc.		
Street Address:	5800 W. Touhy Avenue		
City:	Niles		
State/Country:	ILLINOIS		
Postal Code:	60714		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2667217	PERFORMANCE GEAR	
CORRESPONDENCE DATA			
Fax Number:	(312)463-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Banner & Witcoff, Ltd.		
Address Line 1:	10 South Wacker Dr.		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	010886.00173/PVE/MCD		
NAME OF SUBMITTER:	J. Pieter van Es		
Signature:	/J. Pieter van Es/		
Date:	11/15/2005		

CH \$40.00 2667217

Total Attachments: 5

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WORLDWIDE LICENSE OF TRADEMARK

THIS LICENSE AGREEMENT (hereinafter "Agreement") is by and between Shure Acquisition Holdings, Inc., an Illinois corporation having an office at 5800 Touhy Avenue, Niles, Illinois 60714 (licensor, hereinafter "SAH"), and Shure Incorporated, an Illinois corporation having an office at 5800 Touhy Avenue, Niles, Illinois 60714 (licensee, hereinafter "Shure").

WHEREAS, SAH has acquired worldwide rights in the mark "PERFORMANCE GEAR" for microphones, including U.S. Registration No. 2,667,217, as well as all of the trademark filing in Exhibit A and all goodwill symbolized thereby (collectively, the "Trademark");

WHEREAS, SAH is willing to grant Shure an exclusive worldwide license under the Trademark and has agreed to grant such a license in consideration for the assignment of the Trademark by Shure;

WHEREAS, Shure desires to obtain and be granted an exclusive license under the Trademark under the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of these premises and the mutual covenants and undertakings of the parties, SAH and Shure agree as follows.

Article I -- Definitions

1.1 **Effective Date:** Unless prohibited by the laws of any country, the Effective Date of this Agreement will be the date of the last signature to this Agreement. Where the laws of a country so require, the Effective Date of this Agreement in that country will be the date of the official registration of this Agreement with the Patent and Trademark Office in that particular country. With respect to such countries and in such instances, the parties hereby agree that the provisions of this Agreement shall be applied to and govern their relations arising after the date of the last signature to this Agreement and until and through the Effective Date.

1.2 **Licensed Trademarks:** All trademark rights, registrations and applications therefor owned by SAH on the Effective Date for the Trademark and other such trademarks, Community Trade Mark Registrations and applications therefore for the mark that may be filed, added or that may be used by Shure with the consent of SAH.

1.3 **Licensed Products:** All goods falling within any and all classes in which any Licensed Trademarks are registered.

1.4 **Territory:** Worldwide.

Article II -- Grant

2.2 **Trademark License Grant:** SAH grants to Shure an exclusive, royalty-free license to each Licensed Trademark in the Territory in connection with the advertising, promotion, sale and distribution of the Licensed Products during the term of this Agreement. This license

includes all rights to the Licensed Trademarks, including the right to collect damages for all past, present and future infringement of the Licensed Trademarks.

2.4 During the term of this Agreement, Shure shall have the right to grant sublicenses of its rights under this Agreement.

Article III – Quality of Goods

3.1 Shure shall maintain the quality of the Licensed Products equivalent or superior to the quality of the Licensed Products made and sold up to the Effective Date of this Agreement. Shure shall conform all packaging, labels, direction sheets, cartons, containers and advertising and promotional materials used in connection with the Licensed Products to such samples agreed upon by SAH and Shure and shall not make any substantive change in previously approved printing or other markings without the consent of SAH.

3.2 The Licensed Products shall be manufactured and packaged and comply in all respects with quality standards, raw material standards, packaging standards, guidelines and other specifications supplied to Shure by SAH. SAH shall have the right at any reasonable time to inspect all facilities and equipment used by Shure in the manufacture and packaging of the Licensed Products to ensure Shure's compliance with such conditions, standards and specifications. Within twenty days of the execution of this Agreement, SAH may request that Shure provide for SAH's approval, based on the standards described above, copies of all advertising and promotional materials (whether written, electronic or in other tangible medium) or packaging and distribution materials in which Shure uses any of the Licensed Trademarks. Thereafter, during the term of this Agreement, Shure shall notify SAH of any new advertising and promotional materials (whether written, electronic or in other tangible medium) and packaging and distribution materials in which Shure uses the Licensed Trademarks. If SAH does not approve or disapprove said advertising and promotional materials within ten days of receipt thereof, such approval shall be deemed given. SAH's approval of any such advertising and promotional material shall not be construed to mean that SAH has determined that the advertising and promotional material conforms to the laws or regulations of any jurisdiction.

3.3 Shure shall not perform or permit to be performed any act that might in any way impair the goodwill or other rights of SAH in the Licensed Trademarks or that might otherwise prejudice, or damage the reputation of, the Licensed Trademarks or the sale of the Licensed Products.

Article IV – Limitations

4.1 Liability: SAH makes no warranty concerning the Licensed Products or performance or capacity of facilities for the manufacture and packaging of the Licensed Products. Shure alone shall be responsible for such manufacture and packaging, and SAH shall not be liable for the acts of Shure or its employees, failure of machinery or equipment or any other deficiency not within SAH's direct and exclusive control.

4.2 Indemnification and Insurance: Shure, and any of its sublicensees, shall indemnify and hold SAH harmless from or against any loss, claim, suit, liability, damage or

judgment, including reasonable attorney's fees, resulting from any negligence or breach of warranty on the part of Shure in connection with the manufacture, packaging, use, sale or distribution of the Licensed Products. With respect to the risks assumed, Shure shall maintain policies of comprehensive general liability insurance with an insurer satisfactory to SAH.

4.3 Laws and Taxes: In the performance of this Agreement, Shure shall comply with all applicable laws and SAH shall not be responsible for any violation of such laws. Shure shall prepare and file all reports and pay any stamp and documentary taxes and duties imposed by any governmental body in connection with this Agreement. Shure also shall pay all duties, tariffs, property taxes, fees and other similar charges imposed on the Products wherever located.

Article V – Infringement

5.1 Shure shall have the first right, but not the obligation, to bring at its own cost and expense an infringement action against any third party. Shure shall have full control over the conduct, including settlement thereof, of any such infringement action brought by Shure.

5.2 If Shure elects to bring an infringement action against a third party but is prohibited by law from bringing such an action, SAH shall bring the infringement action at Shure's cost and expense. Shure shall have full control over the conduct, including settlement thereof, of any such infringement action brought by SAH.

Article VI – Term and Termination

6.1 This Agreement shall begin on the Effective Date and, unless sooner terminated as provided in this Agreement or unless extended by agreement of the parties, shall terminate ten (10) years after the Effective Date. Unless a party provides written notice prior to the end of the first or any subsequent ten-year term that it does not wish to extend this Agreement for another term, this Agreement will be extended for an additional ten-year term at the expiration of each ten-year term. Written notice that a party does not wish to extend this Agreement for another ten-year term shall be provided no less than ninety (90) days prior to the last day of the current term.

6.2 If either party is in default in the performance of any duty, obligation or responsibility under this Agreement, and that party does not cure the default within sixty (60) days of receiving notice from the other party, this Agreement may be terminated or modified by the other party at its option and without prejudice to any other remedy to which it may be entitled at law, in equity, or otherwise under this Agreement upon sixty (60) days notice and demand to cure.

Article VII – Notices

7.1 All written notices, requests, demands and other communications hereunder shall be mailed to the respective addresses below, unless such address has been changed by proper notice to the other party.

Notices required hereunder shall be sent to SAH to:

Shure Acquisition Holdings, Inc.
5800 Touhy Avenue
Niles, Illinois 60714

Attention: President

Notices required hereunder shall be sent to Shure to:

Shure Incorporated
5800 Touhy Avenue
Niles, Illinois 60714

Attention: President

7.2 All written notices shall be sent by registered or certified mail, postage prepaid, return receipt requested to the respective party and are considered given on the date received or upon attempted delivery if acceptance of delivery is refused.

Article VIII – General Provisions

8.1 Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership.

8.2 This Agreement contains the entire agreement and understanding between the parties hereto as to the subject matter described herein, and supersedes all prior discussions, agreements and writings with respect to the subject matter of this Agreement.

8.3 This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

8.4 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable laws but, if any provision of this Agreement is held to be prohibited by, or invalid under, applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

8.5 This Agreement shall not be altered, amended or modified in any way except by a writing signed by both parties.

8.6 The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision.

8.7 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SAH and of Shure. Neither party shall assign or transfer any of its rights or obligations herein to any person or entity without the prior written consent of the other party, except that either party may assign this Agreement to any successor of the business to which this Agreement relates of such party by merger, consolidation, sale of equity or sale of assets. Such written approval shall not be unreasonably withheld.

8.8 All headings contained in the Agreement are for the convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

8.9 The parties agree that they will cooperate to prepare and execute additional documentation if necessary to reflect the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on this 2nd day of SEPT. 2005.

SHURE ACQUISITION HOLDINGS, INC.

By: [Signature]
Name: JEFF KRULL
Title: VP, ENGINEERING

IN WITNESS WHEREOF, this Agreement is executed on this 2nd day of SEPT, 2005.

SHURE INCORPORATED

By: [Signature]
Name: JEFF KRULL
Title: VP

State of: ILLINOIS USA
County of: COOK
Subscribed and sworn to before me this
2nd day of September, 2005
Sandra J. Storto
SANDRA J. STORTO, Notary Public
My Commission Expires December 29, 2008

OFFICIAL SEAL
SANDRA J. STORTO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 29, 2008

