

**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>
Telex Communications, Inc.		11/19/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76622543	RAVEN	
Serial Number:	76626915	CARDINAL	
Serial Number:	78758157	IRIS.NET	
Serial Number:	78779427	TELEX LEGACY	
Serial Number:	78779457	TELEX LEGACY BE HEARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128274393		
<b>Email:</b>	jwilliams@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	1185 Avenue of the Americas		
<b>Address Line 2:</b>	34th Floor, Attn: J Williams		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	JW/EW 5651 09631 009031		

CH \$140.00 76622543

NAME OF SUBMITTER:	J Williams, E Wubneh 5651 09631 009031
Signature:	/J Williams, E Wubneh 5651 09631 009031/
Date:	01/04/2006
Total Attachments: 4 source=TelexTSA010406#page1.tif source=TelexTSA010406#page2.tif source=TelexTSA010406#page3.tif source=TelexTSA010406#page4.tif	

**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**

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*

**TRADEMARK**  
**REEL: 003220 FRAME: 0708**

**Schedule I to Trademark Security Agreement**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
RAVEN (Words)	76/622543	November 29, 2004	N/A	N/A
CARDINAL (Words)	76/626915	January 4, 2005	N/A	N/A
IRIS.NET	78/758,157	November 21, 2005	N/A	N/A
TELEX LEGACY (Words)	78/779427	December 22, 2005	N/A	N/A
TELEX LEGACY BE HEARD (Design plus Words)	78/779457	December 22, 2005	N/A	N/A