

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telex Communications, Inc.		11/19/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78841157	PHOENIX	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128274393		
Email:	jwilliams@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	34th Floor, Attn: J. Williams		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	JW / EW 5651 09631 009031		
NAME OF SUBMITTER:	J Williams, E Wubneh 5651 09631 009031		
Signature:	/J Williams, E Wubneh 5651 09631 009031/		
Date:	04/13/2006		

CH \$40.00 78841157

Total Attachments: 4

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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:
Title: **Bruce Robertson**
Senior Vice President

SIGNATURE PAGE TO TELEX TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003289 FRAME: 0371

Schedule I to Trademark Security Agreement

Mark	Serial Number	Application Date	Registration Number
PHOENIX (Word)	78/841,157	March 20, 2006	N/A