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
Voyetra Turtle Beach, Inc.		10/12/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBC Bank (USA)
Street Address:	134 N. Church St.
City:	Rocky Mount
State/Country:	NORTH CAROLINA
Postal Code:	27804
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3153040	EAR FORCE
Registration Number:	3036811	VIDEO ADVANTAGE
Registration Number:	3412417	PLAY LIKE A PRO
Registration Number:	3456351	VOYETRA
Registration Number:	3370006	ALL YOUR EARS ARE BELONG TO US
Registration Number:	2683185	TURTLE BEACH
Registration Number:	2641785	
Registration Number:	2825912	AUDIOTRON
Registration Number:	2843534	CONNECTED AUDIO
Registration Number:	1926318	AUDIOSTATION
Registration Number:	1924488	AUDIO ADVANTAGE
Registration Number:	1276043	VOYETRA

OP $315.00 3153040

CORRESPONDENCE DATA

Fax Number: (919)783-1075
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (919) 783-6400
Email: bcorbett@poynerspruill.com
Correspondent Name: Brian Corbett
Address Line 1: 301 Fayetteville St., Suite 1900
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Brian Corbett
Signature:	/Brian Corbett/
Date:	10/12/2010

Total Attachments: 9
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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

VOYETRA TURTLE BEACH, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

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: RBC Bank (USA)
Internal Address: Lending Service Center
Street Address: 134 N. Church Street
City: Rocky Mount
State: North Carolina
Country: USA Zip: 27804

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship North Carolina
☐ 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)/Execution Date(s) :

Execution Date(s) October 12, 2010

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
3153040, 3036811, 3412417, 3456351, 3370006, 2683185,

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: Brian F. Corbett, Esq.
Internal Address: Poyner Spruill LLP
Street Address: 301 Fayetteville Street, Suite 1900
City: Raleigh
State: North Carolina Zip: 27601
Phone Number: 919-783-6400
Fax Number: 919-783-1075
Email Address: bcorbett@poynerspruill.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $315.00

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

Signature — October 12, 2010 — Date

Brian F. Corbett
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL SHEET ATTACHED TO COVER SHEET

TRADEMARK REGISRATION NUMBERS

2641785, 2825912, 2843534, 1926318, 1924488, 1276043

Customer No. _____
Loan No. _____

RBC Bank

Intellectual Property Security Agreement
(SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of October 12, 2010, by **VOYETRA TURTLE BEACH, INC.**, a Delaware corporation ("Borrower"), with a mailing address of 150 Clearbrook Road, Suite 162, Elmsford, New York 10523, to **RBC BANK (USA)**, a North Carolina banking corporation ("Administrative Agent"), in its capacity as administrative agent for itself and Lenders (as defined in the Loan Agreement (as defined below)), with a mailing address of 301 Fayetteville Street, Suite 1100, Raleigh, North Carolina 27601, Attn: Account Manager – Voyetra Turtle Beach.

RECITALS

A. Lenders have agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Administrative Agent, Lenders and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Administrative Agent, for the benefit of itself and Lenders, a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Administrative Agent and Lenders, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Administrative Agent and Lenders as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Administrative Agent, for the benefit itself and Lenders, a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Administrative Agent, for the benefit of itself and Lenders, under the Loan Agreement. The rights and remedies of Administrative Agent, for the benefit of itself and Lenders, with respect to the security interest granted hereby are in addition to those rights and remedies of Administrative Agent, for the benefit of itself and Lenders, set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Administrative Agent as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Administrative Agent may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Administrative Agent provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by

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Administrative Agent of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Administrative Agent, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of the obligation of Administrative Agent or any Lenders' obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Administrative Agent written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Administrative Agent to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Administrative Agent's Use of Intellectual Property; No Liability. Borrower agrees that the Administrative Agent's use of the Intellectual Property as authorized hereunder and in any other Loan Documents in connection with Administrative Agent's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Administrative Agent will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Administrative Agent (and all persons designated by Administrative Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in Borrower's or Administrative Agent's name, to take any action and execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Administrative Agent's sole discretion to protect and perfect and put the public on notice of the security interest and rights in the Intellectual Property which have been granted to Administrative Agent and Lenders. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Administrative Agent, at the request of Administrative Agent, such other documents, instruments and records that Administrative Agent may request in form and substance satisfactory to Administrative Agent and its counsel, to perfect and continue Administrative Agent's security interest, for the benefit of itself and Lenders, in the Intellectual Property.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were

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omitted, (iii) a successor to and assignee of Administrative Agent's and Lenders' respective rights and obligations under the Loan Agreement will succeed to Administrative Agent's and Lenders' respective rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

[Signatures on the Following Page]

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Borrower has caused this Intellectual Property Security Agreement to be executed under SEAL with authority duly obtained, as of the date first written above.

BORROWER:

VOYETRA TURTLE BEACH, INC.,
a Delaware corporation

By: _____ (SEAL)
Print Name: CARMINE J BONANNO
Title: PRES/CEO

ACKNOWLEDGMENT:

STATE OF NEW YORK
COUNTY OF WESTCHESTER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Carmine J. Bonanno, President & CEO.

Date: October 8, 2010

Official Signature of Notary: _____
Notary's Printed or Typed Name: Georganne P. Crisp, Notary Public

My Commission Expires: July 3, 2011

(Official Seal) **GEORGANNE P. CRISP**
Notary Public State of New York
No. 01CR5046093
Qualified in Westchester County
Commission Expires July 3, 2011

[Signature Page to IP Security Agreement]

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
None		

973173

EXHIBIT B

PATENTS

Description	Patent No.	Application No.	Filing Date
U.S. ornamental design patent for audio/video adapter	D556,683	D/243,207	11-21-2005
Pending U.S. utility patent application for headphone system for computer gaming	N/A	2010-0040240	2-18-2010

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EXHIBIT C

TRADEMARKS

Mark	Serial No.	Registration No.	Filing Date
EAR FORCE	78588654	3153040	3-16-2005
VIDEO ADVANTAGE	78443713	3036811	6-30-2004
PLAY LIKE A PRO	77131504	3412417	3-15-2007
VOYETRA	77128035	3456351	3-12-2007
ALL YOUR EARS ARE BELONG TO US	77061404	3370006	12-11-2006
TURTLE BEACH	76380484	2683185	3-7-2002
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AUDIOTRON	76389592	2825912	3-22-2002
CONNECTED AUDIO	76347959	2843534	12-6-2001
AUDIOSTATION	74423924	1926318	8-11-1993
AUDIO ADVANTAGE	74459228	1924488	11-15-1993
VOYETRA	73409551	1276043	1-17-1983

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