

900259151 06/26/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
Mizuho Corporate Bank, Ltd. London Branch as Offshore Security Trustee			06/19/2013
		Bank: UNITED KINGDOM	
RECEIVING PARTY DATA			
Name:		Allen & Heath Limited	
Street Address:		Kernick Industrial Estate	
City:		Penryn, Cornwall TR10 9LU	
State/Country:		UNITED KINGDOM	
Entity Type:		LIMITED LIABILITY COMPANY: UNITED KINGDOM	
PROPERTY NUMBERS Total: 2			
Property Type		Number	Word Mark
Registration Number:		2248582	ALLEN & HEATH
[REDACTED]		[REDACTED]	[REDACTED]
CORRESPONDENCE DATA			
Fax Number:		2063599000	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		2063598000	
Email:		pctrademarks@perkinscole.com	
Correspondent Name:		Grace H. Stanton c/o Perkins Cole LLP	
Address Line 1:		1201 Third Avenue, Suite 4900	
Address Line 4:		Seattle, WASHINGTON 98101	
ATTORNEY DOCKET NUMBER:		89306-4000.0000.GX70	
DOMESTIC REPRESENTATIVE			
Name:			

OP \$65.00 2248582

700507641

TRADEMARK
 REEL: 005066 FRAME: 0018

EXECUTION VERSION

RELEASE LETTER

MIZUHO CORPORATE BANK, LTD., LONDON BRANCH
Bracken House One Friday Street
London EC4M 9JA

19 June 2013

To: The Grantors
(as defined below)

Ladies and Gentlemen:

Reference is hereby made to:

- (i) the Intellectual Property Security Agreement (as amended, supplemented or modified from time to time, the "**IP Security Agreement**"), dated as of March 13, 2009, made by Allen & Heath Limited (the "**Disposed Entity**") and the other Grantors listed on the signature pages therein (the "**Remaining Grantors**", together with the Disposed Entity, the "**Grantors**") in favor of Mizuho Corporate Bank, Ltd., London Branch, as offshore security trustee (together with any successor offshore security trustee, the "**Offshore Security Trustee**") for the Secured Parties (as defined in the IP Security Agreement); and
- (ii) the amendment and waiver request letter dated 24 May 2013 sent to Mizuho Corporate Bank, Ltd. ("**MHCB**") as the administrative agent under the Senior Facilities Agreement, and Shinsei Bank, Limited ("**Shinsei**") as the administrative agent under the Senior Mezzanine Facility Agreement (the "**Amendment and Waiver Letter**").

Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the IP Security Agreement or the Amendment and Waiver Letter, as applicable.

Pursuant to the IP Security Agreement, the Disposed Entity granted to the Offshore Security Trustee for the benefit of the Secured Parties a security interest in the Disposed Entity's right, title and interest in and to the Collateral (including, without limitation, the intellectual property set out in Schedule 1 (*Discharged Intellectual Property*) hereto) (the "**Discharged Intellectual Property**").

Pursuant to the Amendment and Waiver Letter, MHCB and Shinsei confirmed the consent of each of the Lenders to, among other things, the disposal of the Disposed Entity on the terms set out therein. Pursuant to section 5 of the IP Security Agreement, the Disposed Entity has requested that the Offshore Security Trustee discharge, release and cancel the security interest in the Discharged Intellectual Property, which the Offshore Security Trustee has agreed to do upon the terms and conditions of this Release Letter.

With effect from the date of the completion (and simultaneously therewith) of the disposal of the Disposed Entity the Offshore Security Trustee hereby (i) irrevocably and unconditionally discharges, releases and cancels the security interest in the Discharged Intellectual Property and confirms that all of the Offshore Security Trustee's right, title, interest and benefit in the Discharged Intellectual Property shall be held absolutely and unconditionally freed and discharged of and from the security interest created by, and all claims arising under, the IP Security Agreement with respect to such Discharged Intellectual Property (ii) reconveys to the Disposed Entity or any of the Remaining Grantors, as applicable, to the extent of its interest therein, the Discharged Intellectual Property, transferred by the Disposed Entity or any of the Remaining Grantors to the Offshore Security Trustee, and (iii) authorizes the Grantors and any of their respective authorized representatives to file any

applicable termination or discharge documents with respect to any registrations filed against such Grantor in connection with the Discharged Intellectual Property.

Notwithstanding the foregoing, it is expressly declared by the Offshore Security Trustee and accepted and agreed by the Remaining Grantors that the security interest with respect to the Collateral shall remain in full force and effect except to the extent that it constitutes part of the Discharged Intellectual Property, that the liabilities of the Remaining Grantors under the IP Security Agreement or any other document or arrangement shall not in any way be released or discharged notwithstanding the release of the security interest over the Discharged Intellectual Property and, other than the release and/or discharge of the Discharged Intellectual Property under the IP Security Agreement, nothing contained herein shall prejudicially affect:

- (i) all or any of the rights, powers, benefits, interest and/or remedies of the Offshore Security Trustee under the IP Security Agreement in respect of all or any of the remaining security interest comprised in the Collateral (which excludes the Discharged Intellectual Property); and/or
- (ii) all or any moneys and interest now or hereafter to become due and owing to the Offshore Security Trustee under the IP Security Agreement or any other document or arrangement.

[Remainder of Page intentionally left blank.]

This Release Letter shall be governed by, and construed in accordance with, the laws of the State of New York. This Release Letter shall become effective only when signed by the Offshore Security Trustee and accepted by each Company in the space provided below. Delivery of an executed counterpart of this Release Letter by fax or electronic mail shall be effective as delivery of an original executed counterpart hereof.

Very truly yours,

**MIZUHO CORPORATE BANK, LTD.,
LONDON BRANCH**
as Offshore Security Trustee

By:

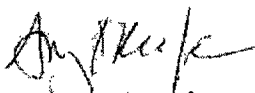


Name: G. CASTLE

Title: MANAGING EXECUTIVE.

ACCEPTED AND AGREED:


D&M HOLDINGS INC.

By: 
Name: Amy O'Keefe
Title: CFO

CALREC AUDIO LIMITED

By:
Name:
Title:

ALLEN & HEATH LIMITED

By: 
Name: GLENN M. ROGERS
Title: MANAGING DIRECTOR

Signature Page to USIP Security Agreement Release Letter (ARH Limited)

ACCEPTED AND AGREED:

D&M HOLDINGS INC.

By:

Name:

Title:

CALREC AUDIO LIMITED

By:



Name: *IAN ROGER HENDERSON*

Title: *M. D.*

ALLEN & HEATH LIMITED

By:

Name:

Title:

Schedule 1**Discharged Intellectual Property****Trademark and Service Mark Registrations and Applications**

Grantor	Trademarks / Trade names	Reg. No.	Application No.	Filing Date	Issue Date
Allen & Heath Limited	ALLEN & HEATH	2,248,582	75/260,643	3/20/1970	6/1/1999
Allen & Heath Limited	XONE	3,362,758	79/039,089	1/31/2007	1/1/2008