

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Loud Technologies Inc.		06/13/2014	CORPORATION: WASHINGTON
Martin Audio Limited		06/13/2014	a company organized under the laws of England and Wales:
St. Louis Music, Inc.		06/13/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Sun Mackie Finance, LLC
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4114433	A
Registration Number:	1054287	A
Registration Number:	1844923	ACOUSTICAL PERFORMANCE PARTNERSHIP
Registration Number:	1003394	ALVAREZ BY KAZUO YAIRI
Registration Number:	0962778	ALVAREZ
Registration Number:	2997351	ALVAREZ YAIRI
Registration Number:	2498380	AMPEG
Registration Number:	1844924	APP
Registration Number:	1208181	AY
Registration Number:	3498809	BLACKHEART
Registration Number:	2064453	CONCENTRIC PHASE ALIGNED ARRAY
Registration Number:	1134488	CRATE
Registration Number:	3002576	DSA
Registration Number:	1863529	EAW
Registration Number:	1862288	EAW
Registration Number:	1622417	K. YAIRI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2242780	MACKIE.
Registration Number:	2319713	MACKIE.
Registration Number:	2015046	MACKIE.
Registration Number:	3742088	ONYX
Registration Number:	2176830	PORTAFLEX
Registration Number:	2348946	ROCKETBASS
Registration Number:	2090377	
Registration Number:	2245993	
Registration Number:	2276537	
Registration Number:	2017111	
Registration Number:	2867955	TAPCO
Registration Number:	2211372	HYBRID
Registration Number:	2807598	IKON
Registration Number:	1758071	M MARTIN AUDIO LONDON
Registration Number:	2822109	MARTIN AUDIO
Registration Number:	2996328	VIEWPOINT
Registration Number:	1419056	SVT

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 23173-2 RMP

NAME OF SUBMITTER: Renee M. Prescan

SIGNATURE: /Renee M. Prescan/

DATE SIGNED: 06/19/2014

Total Attachments: 8

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 29, 2009 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN ABLECO FINANCE LLC, AS SENIOR AGENT, AND SUN MACKIE FINANCE, LLC, AS JUNIOR LENDER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of June, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUN MACKIE FINANCE, LLC, a Delaware limited liability company, (together with its successors and assigns, if any, in such capacity "Secured Party").

W I T N E S S E T H:

WHEREAS, that certain Senior Subordinated Secured Promissory Note dated as of October 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Subordinated Note") executed by LOUD TECHNOLOGIES INC., a Washington corporation ("Borrower") was issued in favor of the Secured Party and, pursuant to the Subordinated Note, **each of the Grantors listed on the signature pages thereto** has guaranteed the obligations of the Borrower in favor of the Secured Party, and

WHEREAS, Secured Party was willing to issue the Subordinated Note, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party, that certain Security Agreement dated as of October 29, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party 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, each 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Secured Party a continuing security interest in all of such Grantor's right, title and interest in, to and under the following that constitutes Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the Security Interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance

and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by Secured Party include estimates honestly made by Secured Party (in the case of quantitative determinations) and beliefs honestly held by Secured Party (in the case of qualitative determinations). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

GRANTORS:

LOUD Technologies Inc.,
a Washington corporation

By: Mark Graham
Name: Mark Graham
Title: Chief Executive Officer and President

Martin Audio Limited,
a company organized under the laws of England and
Wales with registered number 04824341

By: Mark Graham
Name: Mark Graham
Title: Director

St. Louis Music, Inc.,
a Missouri corporation

By: Mark Graham
Name: Mark Graham
Title: Chief Executive Officer, President and Secretary

SECURED PARTY:

SUN MACKIE FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Stephen D'Incelli
Title: Vice President

IN WITNESS WHEREOF, each 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.

GRANTORS:

LOUD Technologies Inc.,
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By: _____
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By: _____
Name: Mark Graham
Title: Director

St. Louis Music, Inc.,
a Missouri corporation

By: _____
Name: Mark Graham
Title: Chief Executive Officer, President and Secretary

SECURED PARTY:

SUN MACKIE FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: Stephen D/Incelli
Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
LOUD Technologies Inc.	CRATE	Canada	0836817	2/20/1997	TMA491252	3/11/1998
LOUD Technologies Inc.	EAW	Canada	1093334	2/16/2001	TMA596001	11/28/2003
LOUD Technologies Inc.	EAW AND DESIGN	Canada	1093333	2/16/2001	TMA596011	11/28/2003
LOUD Technologies Inc.	HUI	Canada	0870424	2/26/1998	TMA517468	10/1/1999
LOUD Technologies Inc.	MACKIE	Canada	0870718	2/27/1998	TMA541987	3/7/2001
LOUD Technologies Inc.	MACKIE	Canada	0799940	12/14/1995	TMA486583	12/9/1997
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE)	Canada	0870717	2/27/1998	TMA541945	3/5/2001
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE)	Canada	0799941	12/14/1995	TMA512507	6/3/1999
LOUD Technologies Inc.	TAPCO	Canada	1166230	1/28/2003	TMA659021	2/15/2006
LOUD Technologies Inc.	A (STYLIZED)	U.S.	85/368293	7/11/2011	4114433	3/20/2012
LOUD Technologies Inc.	AA AND DESIGN	U.S.	73/060304	8/12/1975	1054287	12/14/2016
LOUD Technologies Inc.	ACOUSTICAL PERFORMANCE PARTNERSHIP	U.S.	74/433378	9/3/1993	1844923	7/12/1994
LOUD Technologies Inc.	ALVAREZ	U.S.	72/460585	6/18/1973	1003394	1/28/1975
LOUD Technologies Inc.	ALVAREZ	U.S.	72/399063	8/2/1971	0962778	7/3/1973
LOUD Technologies Inc.	ALVAREZ YAIRI	U.S.	78/386213	3/17/2004	2997351	9/20/2005
LOUD Technologies Inc.	AMPEG	U.S.	76/168162	11/20/2000	2498380	10/16/2001
LOUD Technologies Inc.	APP	U.S.	74/433714	9/3/1993	1844924	7/12/1994
LOUD Technologies Inc.	AY AND DESIGN	U.S.	73/330866	10/2/1981	1208181	9/14/1982

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
LOUD Technologies Inc.	BLACKHEART AND DESIGN	U.S.	77/391563	2/7/2008	3498809	9/9/2008
LOUD Technologies Inc.	CONCENTRIC PHASE ALIGNED ARRAY	U.S.	74/702948	7/18/1995	2064453	5/27/1997
LOUD Technologies Inc.	CRATE	U.S.	73/175824	6/23/1978	1134488	5/6/1980
LOUD Technologies Inc.	DSA	U.S.	78/222103	3/5/2003	3002576	9/27/2005
LOUD Technologies Inc.	EAW	U.S.	74/333116	11/20/1992	1863529	11/22/1994
LOUD Technologies Inc.	EAW AND DESIGN	U.S.	74/333115	11/20/1992	1862288	11/15/1994
LOUD Technologies Inc.	K. YAIRI	U.S.	74/020763	1/22/1990	1622417	11/13/1990
LOUD Technologies Inc.	MACKIE	U.S.	75/453587	3/20/1996	2242780	5/4/1999
LOUD Technologies Inc.	MACKIE	U.S.	75/351302	9/3/1997	2319713	2/15/2000
LOUD Technologies Inc.	MACKIE	U.S.	74/688124	6/14/1995	2015046	11/12/1996
LOUD Technologies Inc.	ONYX	U.S.	77/754775	6/8/2009	3742088	1/26/2010
LOUD Technologies Inc.	PORTAFLEX	U.S.	75/322439	7/10/1997	2176830	7/28/1998
LOUD Technologies Inc.	ROCKETBASS	U.S.	75/317283	6/30/1997	2348946	5/9/2000
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE) ‡	U.S.	74/688103	6/14/1995	2090377	8/26/1997
LOUD Technologies Inc.	RUNNING MAN (RIGHT SIDE)	U.S.	75/453588	3/20/1998	2245993	5/18/1999
LOUD Technologies Inc. ¹	RUNNING MAN (RIGHT SIDE)	U.S.	75/351392	9/3/1997	2276537	9/7/1999
LOUD Technologies Inc.	RUNNING MAN (RIGHT SIDE)	U.S.	74/688125	6/14/1995	2017111	11/19/1996
LOUD Technologies Inc.	TAPCO	U.S.	78/207568	1/27/2003	2867955	7/27/2004
Martin Audio Limited	MARTIN AUDIO	Canada	0492091	9/14/1982	TMA287231	1/27/1984

¹ Release of security interest filed with the USPTO with respect to grant of security interest to Merrill Lynch Capital incorrectly lists U.S. Trademark Registration No. 2276527 as being released.

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Martin Audio Limited	MARTIN AUDIO AND DESIGN	Canada	0492628	9/24/1982	TMA287235	1/27/1984
Martin Audio Limited	MARTIN AUDIO LONDON AND DESIGN	Canada	0495443	11/26/1982	TMA300698	3/8/1985
Martin Audio Limited	OMNILIVE	International Registration 04 U.S.	79/099014	4/14/2011	1081681	4/14/2011
Martin Audio Limited	MLA	International Registration 05 U.S.	79/081681	3/8/2010	3976584	6/14/2011
Martin Audio Limited	OMNILINE	International Registration 06 U.S.	79/043933	8/22/2007	3454117	6/24/2008
Martin Audio Limited	HYBRID	U.S.	74/701355	7/14/1995	2211372	12/15/1998
Martin Audio Limited	IKON (STYLIZED)	U.S.	75/564297	10/2/1998	2807598	1/27/2004
Martin Audio Limited	M MARTIN AUDIO LONDON AND DESIGN	U.S.	74/224187	11/22/1991	1758071	3/16/1993
Martin Audio Limited	MARTIN AUDIO	U.S.	76/345845	12/7/2001	2822109	3/16/2004
Martin Audio Limited	VIEWPOINT	U.S.	76/482943	1/16/2003	2996328	9/20/2005
St. Louis Music Inc.	AMPEG AND DESIGN	Canada	0571847	10/28/1986	TMA337551	2/26/1988
LOUD Technologies, Inc.	SVT	U.S.	73/598293	5/12/1986	1419056	12/2/1986
St. Louis Music, Inc.	AMPEG	Canada	0836819	2/20/1997	TMA515973	8/31/1999