FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-06-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101374271
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #31

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5·15·00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Mackie Designs Inc.

Execution Date Month Day Year: 6/18/98

Formerly:

75351302

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Washington

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. Bank National Association

DBA/AKA/TA:

Composed of:

Address (line 1): 10800 NE Eighth Street, Suite 1000

Address (line 2):

Address (line 3): Bellevue (City) WA (State/Country) 98004 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: a national banking association

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

06/05/2000 JSHABAZZ 00000160 75351302

01 FC:481 40.00 OP
02 FC:482 350.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 206-583-8888

Name Heidi L. Sachs

Address (line 1) Perkins Coie LLP

Address (line 2) 1201 Third Avenue, Suite 4800

Address (line 3) Seattle, WA 98101-3099

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 50

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/351,302	75/358,287	75/351,303	2,245,993	1,991,943	2,242,780
75/351,392	75/453,588		2,015,046	2,090,377	2,022,019
			2,017,111	2,035,113	2,033,529

Number of Properties

Enter the total number of properties involved. # 15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 390.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0665

Authorization to charge additional fees: Yes [X] No [ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Heidi L. Sachs	Heidi Sachs	May 12, 2000
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			2,305,886		

SECURITY AGREEMENT

This security agreement ("Agreement") is made and entered into as of June 18, 1998, by MACKIE DESIGNS INC., a Washington corporation ("Borrower"), for the benefit of U. S. BANK NATIONAL ASSOCIATION, a national banking association ("U. S. Bank").

RECITALS:

A. Concurrently with the execution hereof, U. S. Bank and Borrower entered into a credit agreement (together with all supplements, exhibits, and amendments thereto, referred to as the "Credit Agreement"), pursuant to which U. S. Bank agreed to extend to Borrower credit facilities as more fully described therein (the "Loans").

B. Borrower wishes to grant to U. S. Bank a security interest in all its assets as security for all the Secured Obligations.

NOW, THEREFORE, in order for U. S. Bank to make the Loans, Borrower agrees as follows:

ARTICLE I. DEFINITIONS

Unless otherwise defined herein, terms defined in the Credit Agreement shall have the same meanings when used herein. For the purposes of this Agreement, the following terms shall have the following meanings:

"Account" means any right to payment for goods sold or leased or for services rendered that is not evidenced by an Instrument or Chattel Paper, whether or not it has been earned by performance.

"Account Debtor" means the party who is obligated on or under any Account, Chattel Paper, or General Intangible.

"Assignee Deposit Account" shall have the meaning set forth in Section 5.7 hereof.

"Chattel Paper" means all interest of Borrower in writings that evidence both a monetary obligation and a security interest in or a lease of specific goods, including any group of writings consisting of both a security agreement or a lease and an Instrument or series of Instruments.

TRADEMARK
REEL: 002083 FRAME: 0414

"Collateral" means all property, real, personal, and mixed, tangible and intangible, wherever located, now owned or hereafter acquired by Borrower, or in which Borrower has or later obtains an interest, and all products, profits, rents, and proceeds of such property, including but not limited to Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Financial Assets, General Intangibles, Goods, Instruments, Inventory, Investment Property, Trademarks, and Vehicles.

"Deposit Account" means a demand, time, savings, passbook, or like account maintained with a bank, savings and loan association, credit union, or like organization, other than an account evidenced by a certificate of deposit.

"Document" means all of Borrower's right, title, and interest in or to any document of title as defined in RCW 62A.1-201 and any receipt of the kind described in RCW 62A.7-201(2).

"Equipment" means all of Borrower's right, title, and interest in and to Goods that are used or bought for use primarily in business and that are not included within the definition of Inventory, including but not limited to all machinery, equipment, furnishings, fixtures, vehicles, tools, supplies, and other equipment of any kind and nature and all additions, substitutions, and replacements of any of the foregoing, together with all attachments, components, parts, accessories, improvements, upgrades, and accessories installed thereon or affixed thereto.

"Event of Default" means an occurrence of an Event of Default as defined in the Credit Agreement.

"Financial Assets" means all of Borrower's right, title, and interest in and to any financial asset as defined in RCW 62A.8-102.

"General Intangibles" means all personal property (including things in action) other than Goods, Accounts, Chattel Paper, Documents, Financial Assets, Instruments, Investment Property, and money, including but not limited to all Trademarks, insurance proceeds, patents, copyrights, trade names, trade secrets, goodwill, registration, license rights, licenses, permits, corporate and other business records, rights to refunds or indemnification, and all other intangible personal property of Borrower of every kind and nature.

"Goods" means all things that are movable or that are fixtures, not including money, Documents, Financial Assets, Instruments, Accounts, Chattel Paper, Investment Property, or General Intangibles.

"Instrument" means any negotiable instrument or other writing that evidences a right to the payment of money and is not itself a security agreement or lease and is of

TRADEMARK
REEL: 002083 FRAME: 0415

a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Inventory" means all Goods held by Borrower for sale or lease, furnished or to be furnished by Borrower under any contract of service, or held by Borrower as raw materials, work in progress, or materials used or consumed in Borrower's business.

"Investment Property" means all of Borrower's right, title, and interest in and to any investment property as defined in RCW 62A.9-115.

"Secured Obligations" means any past, present, or future Indebtedness of Borrower to U. S. Bank, and includes but is not limited to (a) any indebtedness, obligation, or liability of any kind arising in any way of Borrower to U. S. Bank, now existing or hereafter created, under the Credit Agreement, the Notes, or the other Loan Documents, including any refinancing, renewal, replacement, extension, amendment, or substitution of such indebtedness, (b) any liability or obligation of Borrower hereunder, (c) the obligations of Borrower under any guaranty executed by Borrower and delivered to U. S. Bank, whereby Borrower guarantees the indebtedness of any Person other than Borrower to U. S. Bank, (d) any obligations to U. S. Bank arising out of or related to overdrafts, letters of credit, interest rate swap, cap, collar, or similar agreements, and (e) any cost, expense, or liability, including but not limited to reasonable attorneys' fees, that may be incurred and advances that may be made by U. S. Bank in any way in connection with any of the foregoing or any security therefor.

"Trademark" means (a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo or other source or business identifier, and the goodwill associated therewith, now existing or hereafter adopted or acquired, any registration or recording thereof, and any application in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any state thereof, or any other country or any political subdivision thereof, or otherwise, including but not limited to any thereof referred to in Schedule I hereto, and (b) all renewals thereof.

"Vehicle" means any car, truck, trailer, construction or earth-moving equipment, or other vehicle covered by a certificate of title of any state, including but not limited to any tires or other appurtenances to any of the foregoing.

ARTICLE II. GRANT OF SECURITY INTEREST

As security for the payment and satisfaction of the Secured Obligations, Borrower hereby grants to U. S. Bank a continuing security interest in and assigns to

TRADEMARK
REEL: 002083 FRAME: 0416

U. S. Bank all of Borrower's right, title, and interest in the Collateral and all products, profits, rents, and proceeds thereof.

ARTICLE III. COVENANTS OF BORROWER

Borrower shall fully perform each of the covenants set forth below.

3.1 Obligations to Pay

(a) Borrower shall pay to U. S. Bank, in timely fashion and in full, all amounts payable by Borrower to U. S. Bank, pursuant to the Credit Agreement, the Notes, and the other Loan Documents; and

(b) Borrower shall pay and reimburse U. S. Bank for all expenditures including reasonable attorneys' fees and legal expenses in connection with the exercise by U. S. Bank of any of its rights or remedies under the Credit Agreement or the other Loan Documents.

3.2 Performance

Borrower shall fully perform in a timely fashion every covenant, agreement, and obligation set forth in the Credit Agreement and the other Loan Documents.

3.3 Further Documentation

At its own expense, Borrower shall execute and deliver any financing statement, any renewal, substitution, or correction thereof, or any other document; shall procure any document; and shall take such further action as U. S. Bank may require in obtaining the full benefits of this Agreement.

3.4 Filing Fees

Borrower shall pay all costs of filing any financing, continuation, or termination statement with respect to the security interests granted herein.

3.5 Pledges

Borrower shall deliver and pledge to U. S. Bank, endorsed or accompanied by instruments of assignment or transfer satisfactory to U. S. Bank, any Instruments, Investment Property, Documents, General Intangibles, or Chattel Paper that U S. Bank may specify from time to time.

TRADEMARK
REEL: 002083 FRAME: 0417

3.6 Maintenance of Records

Borrower shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral including but not limited to a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Borrower shall mark its books and records pertaining to the Collateral to evidence this Agreement and the security interests granted herein. Borrower shall deliver and turn over to U. S. Bank all books and records pertaining to the Collateral at any time after the occurrence and during the continuation of an Event of Default, if so demanded by U. S. Bank.

3.7 Disposition of Collateral

Except as allowed in the Credit Agreement, Borrower shall not sell or transfer any of the Collateral or release, compromise, or settle any obligation or receivable due to Borrower.

3.8 Indemnification

Borrower agrees to pay, and to indemnify U. S. Bank and hold U. S. Bank harmless from, all liabilities, costs, and expenses including but not limited to legal fees and expenses with respect to or resulting from (a) any delay in paying any excise, sales, or other taxes that may be payable or determined to be payable with respect to any of the Collateral, (b) any delay by Borrower in complying with any requirement of law applicable to any of the Collateral, or (c) any of the transactions contemplated by this Agreement. In any suit, proceeding, or action brought by U. S. Bank under any Account to enforce payment of any sum owing thereunder or to enforce any provisions of any Account, Borrower will indemnify U. S. Bank and hold U. S. Bank harmless from all expense, loss, or damage suffered by reason of any defense, setoff, counterclaim, recoupment, reduction, or liability whatsoever of the Account Debtor thereunder arising out of a breach by Borrower of any obligation thereunder or arising out of any other agreement, indebtedness, or liability at any time owing to or in favor of such Account Debtor or its successors from Borrower.

3.9 Limitations on Amendments, Modifications, Terminations, Waivers, and Extensions of Contracts and Agreements Giving Rise to Accounts

Borrower will not (a) amend, modify, terminate, waive, or extend any provision of any agreement giving rise to an Account in any manner that could reasonably be expected to have a material adverse effect on the value of such Account as Collateral or (b) fail to exercise promptly and diligently every material right that it

TRADEMARK
REEL: 002083 FRAME: 0418

may have under each agreement giving rise to an Account, other than any right of termination.

3.10 Limitations on Discounts, Compromises, and Extensions of Accounts

Borrower will not grant any extension of the time of payment of any of the Accounts; compromise, compound, or settle the same for less than the full amount thereof; release, wholly or partially, any Person liable for the payment thereof; or allow any credit or discount whatsoever thereon.

3.11 Further Identification of Collateral

Borrower will furnish to U. S. Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as U. S. Bank may request, all in reasonable detail.

3.12 Notices

Borrower will advise U. S. Bank promptly in reasonable detail at its address set forth in Section 7.9 (a) hereof of any lien (other than liens created hereby or permitted under the Credit Agreement) on or claim asserted against any of the Collateral and (b) of the occurrence of any other event that could reasonably be expected to have a material adverse effect on the Collateral or on the liens created hereunder.

3.13 Changes in Locations, Name, Etc.

Borrower will not (a) change the location of its chief executive office/chief place of business from that specified in Section 4.10 hereof or remove its books and records from the location specified in Section 4.6, (b) hereof permit any of the Inventory or Equipment (excluding Vehicles) to be kept at locations other than those listed on Schedule II hereto, or (c) change its name, identity, or structure to such an extent that any financing statement filed by U. S. Bank in connection with this Agreement would become seriously misleading, unless it shall have given U. S. Bank at least ten days' prior written notice thereof.

3.14 Trademarks

(a) Borrower (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures, and price lists in order to maintain such Trademark in full force free from any claim of abandonment for nonuse, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of

TRADEMARK
REEL: 002083 FRAME: 0419

registration, (iv) not adopt or use any mark that is confusingly similar to or a colorable imitation of such Trademark unless U. S. Bank shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Borrower will notify U. S. Bank immediately if it knows, or has reason to know, of (i) any application or registration relating to any Trademark material to its business that may become abandoned or dedicated, or (ii) any adverse determination or development (including but not limited to the institution of, or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Borrower's ownership of any material Trademark or its right to register, keep, or maintain the same.

(c) Whenever Borrower, either by itself or through any agent, employee, licensee, or designee, shall file an application for the registration of any material Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Borrower shall report such filing to U. S Bank within five Business Days after the last day of the calendar month in which such filing occurs. Borrower shall execute and deliver to U. S. Bank all agreements, instruments, powers of attorney, documents, and papers that U. S. Bank may request to evidence U. S. Bank's security interest in any Trademark and in the goodwill and general intangibles of Borrower relating to or represented by the Trademark. Borrower hereby constitutes U. S. Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, with all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, is irrevocable until all Secured Obligations are paid in full.

(d) Borrower will take all reasonable and necessary steps, including but not limited to all reasonable and necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application, to obtain the relevant registration, and to maintain each registration of material Trademarks, including but not limited to filing applications for renewal, affidavits of use, and affidavits of incontestability.

(e) If any Trademark that is included in the Collateral is infringed, misappropriated, or diluted by a third party, Borrower shall promptly notify U. S. Bank after it learns thereof and shall take such action as Borrower reasonably deems appropriate under the circumstances to protect such Trademark.

TRADEMARK
REEL: 002083 FRAME: 0420

3.15 Vehicles

Within ten days after the request by U. S. Bank, Borrower shall execute and deliver to U. S. Bank an application for certificate of title to all Vehicles indicating U. S. Bank's first priority lien on such Vehicle, and any other necessary documentation that U. S. Bank deems advisable to perfect its lien on any Vehicle constituting Collateral.

3.16 Insurance

Borrower agrees to insure the Collateral against all hazards in form and amount satisfactory to U. S. Bank. If Borrower fails to obtain such insurance, U. S. Bank shall have the right, but not the obligation, to obtain either insurance covering both Borrower's and U. S. Bank's interest in the Collateral, or insurance covering only U. S. Bank's interest in the Collateral. Borrower agrees to pay any premium charged for such insurance. This amount may be added to the outstanding balance of the Loans, and interest thereon shall be charged at the rate specified in any applicable loan document, or U. S. Bank may demand immediate payment. Any unpaid insurance premium advanced by U. S. Bank shall be secured under the terms of this Agreement. U. S. Bank will have no liability whatsoever for any loss which may occur by reason of the omission or lack of coverage of any such insurance. Borrower hereby assigns to U. S. Bank the right to receive proceeds of such insurance to the full amount of the Secured Obligations and hereby directs any insurer to pay all proceeds directly to U. S. Bank, and authorizes U. S. Bank to endorse any draft. In U. S. Bank's sole discretion, U. S. Bank may apply any insurance proceeds either toward repair of the property or reduction of the balance of the Secured Obligations.

3.17 Copy of Financing Statement

Borrower agrees that a carbon, photographic, or other reproduction of a financing statement or this Agreement is sufficient as a financing statement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Borrower hereby makes the following representations and warranties:

4.1 Title to Collateral

Borrower has good and marketable title to all the Collateral, free and clear of all liens excepting only the security interests created pursuant to this Agreement or permitted pursuant to the Credit Agreement.

TRADEMARK
REEL: 002083 FRAME: 0421

4.2 No Impairment of Collateral

None of the Collateral shall be impaired or jeopardized because of the security interest herein granted.

4.3 Other Agreements

The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in the breach of any of the terms, conditions, or provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation under any (a) agreement or other instrument to which Borrower is a party or by which Borrower is bound or (b) Applicable Law.

4.4 No Approvals

No Governmental Approvals of any nature are required in connection with the security interests herein granted.

4.5 Authority

Borrower has full power and authority to assign to U. S. Bank and to grant to U. S. Bank a security interest in the Collateral.

4.6 Location of Records

The address of the office where the books and records of Borrower are kept concerning the Collateral is set forth on Schedule II.

4.7 Location of Collateral

The locations of all Inventory and Equipment of Borrower are described on Schedule II.

4.8 Name

Borrower conducts its business only under its name and the names "Mackie" and "Mackie Designs."

4.9 Accounts

The amount represented by Borrower to U. S. Bank from time to time as owing by each Account Debtor or by all Account Debtors in respect of the Accounts will at such time be the correct amount actually owing by such Account Debtor or Debtors

TRADEMARK
REEL: 002083 FRAME: 0422

thereunder. No material amount payable to Borrower under or in connection with any Account is evidenced by any Instrument or Chattel Paper that has not been delivered to U. S. Bank.

4.10 Chief Executive Office

Borrower's chief executive office and chief place of business is located at the address set forth on Schedule II.

4.11 Trademarks

Schedule I hereto includes all Trademarks owned by Borrower in its own name as of the date hereof. To the best of Borrower's knowledge, each such Trademark is valid, subsisting, unexpired, and enforceable and has not been abandoned. Except as set forth in Schedule I, none of such Trademarks is the subject of any licensing or franchise agreement. No holding, decision, or judgment that would limit, cancel, or question the validity of any such Trademark has been rendered by any Governmental Body. No action or proceeding is pending that (a) seeks to limit, cancel, or question the validity of any such Trademark or (b) would, if adversely determined, have a material adverse effect on the value of any Trademark.

4.12 Governmental Obligors

No Account Debtor is a Governmental Body.

ARTICLE V. U. S. BANK'S RIGHTS WITH RESPECT TO THE COLLATERAL

5.1 No Duty on U. S. Bank's Part

U. S. Bank shall not be required (except at its option upon the occurrence and during the continuation of any Event of Default) to realize upon any Accounts, Financial Assets, Instruments, Investment Property, Chattel Paper, or General Intangibles; collect the principal, interest, or payment due thereon, exercise any rights or options of Borrower pertaining thereto; make presentment, demand, or protest; give notice of protest, nonacceptance, or nonpayment; or do any other thing for the protection, enforcement, or collection of such Collateral. The powers conferred on U. S. Bank hereunder are solely to protect U. S. Bank's interests in the Collateral and shall not impose any duty upon U. S. Bank to exercise any such powers. U. S. Bank shall be accountable only for amounts that U. S. Bank actually receives as a result of the exercise of such powers; and neither U. S. Bank nor any of its officers, directors, employees, or agents shall be responsible to Borrower for any act or failure to act hereunder.

TRADEMARK
REEL: 002083 FRAME: 0423

5.2 Negotiations with Account Debtors

Upon the occurrence and during the continuation of any Event of Default, U. S. Bank may, in its sole discretion, extend or consent to the extension of the time of payment or maturity of any Instruments, Accounts, Chattel Paper, or General Intangibles.

5.3 Right to Assign

Except as otherwise provided in the Credit Agreement, U. S. Bank may assign or transfer the whole or any part of the Secured Obligations and may transfer therewith as collateral security the whole or any part of the Collateral; and all obligations, rights, powers, and privileges herein provided shall inure to the benefit of the assignee and shall bind the successors and assigns of the parties hereto.

5.4 Duties Regarding Collateral

Beyond the safe custody thereof, U. S. Bank shall not have any duty as to any Collateral in its possession or control, or as to any preservation of any rights of or against other parties.

5.5 Collection From Account Debtors

Upon the occurrence and during the continuation of any Event of Default, Borrower shall, upon demand by U. S. Bank (and without any grace or cure period), notify all Account Debtors to make payment to U. S. Bank of any amounts due or to become due. Borrower authorizes U. S. Bank to contact the Account Debtors for the purpose of having all or any of them pay their obligations directly to U. S. Bank. Upon demand by U. S. Bank, Borrower shall enforce collection of any indebtedness owed to it by Account Debtors.

5.6 Inspection

U. S. Bank and its designees, from time to time at reasonable times and intervals, may inspect the Equipment and Inventory and inspect, audit, and make copies of and extracts from all records and all other papers in the possession of Borrower.

5.7 Assignee Deposit Account

Upon demand by U. S. Bank at any time during the continuation of an Event of Default, Borrower will transmit and deliver to U. S. Bank, in the form received, immediately after receipt, all cash, checks, drafts, Chattel Paper, Instruments, or other writings for the payment of money including Investment Property (properly endorsed,

TRADEMARK
REEL: 002083 FRAME: 0424

where required, so that the items may be collected by U. S. Bank) that may be received by Borrower at any time. All items or amounts that are delivered by Borrower to U. S. Bank, or collected by U. S. Bank from the Account Debtors, shall be deposited to the credit of a Deposit Account ("Assignee Deposit Account") of Borrower with U. S. Bank, as security for the payment of the Secured Obligations. Borrower shall have no right to withdraw any funds deposited in the Assignee Deposit Account. U. S. Bank may, from time to time in its discretion, and shall, upon the request of Borrower made not more than twice in any week, apply all or any of the balance, representing collected funds, in the Assignee Deposit Account, to payment of the Secured Obligations, whether or not then due, in such order of application, not inconsistent with the terms of the Credit Agreement and this Agreement, as U. S. Bank may determine; and U. S. Bank may, from time to time in its discretion, release all or any of such balance to Borrower.

ARTICLE VI. U. S. BANK'S RIGHTS AND REMEDIES

6.1 General

Upon the occurrence of any Event of Default, U. S. Bank may exercise its rights and remedies in the Credit Agreement and in any other Loan Documents and any other rights and remedies at law and in equity, simultaneously or consecutively, all of which rights and remedies shall be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election barring other rights and remedies. Borrower hereby acknowledges and agrees that U. S. Bank is not required to exercise all rights and remedies available to it equally with respect to all the Collateral and that U. S. Bank may select less than all the Collateral with respect to which the rights and remedies as determined by U. S. Bank may be exercised.

6.2 Notice of Sale; Duty to Assemble Collateral

In addition to or in conjunction with the rights and remedies referred to in Section 6.1 hereof:

(a) Written notice mailed to Borrower at the address designated herein 15 days or more prior to the date of public or private sale of any of the Collateral shall constitute reasonable notice.

(b) If U. S. Bank requests, Borrower will assemble the Collateral and make it available to U. S. Bank at places that U. S. Bank shall reasonably select, whether on Borrower's premises or elsewhere.

TRADEMARK
REEL: 002083 FRAME: 0425

ARTICLE VII. GENERAL PROVISIONS

7.1 Entire Agreement

This Agreement, together with the Credit Agreement and the other Loan Documents, sets forth all the promises, covenants, agreements, conditions, and understandings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, with respect thereto, except as contained or referred to herein. This Agreement may not be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.

7.2 Invalidity

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

7.3 Nonwaiver and Nonexclusive Rights and Remedies

(a) No right or remedy herein conferred upon or reserved to U. S. Bank is intended to be to the exclusion of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy given hereunder and now or hereafter existing at law or in equity.

(b) No delay or omission by U. S. Bank in exercising any right or remedy accruing upon an Event of Default shall impair any such right or remedy, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

7.4 Termination of Security Interest

When all the Secured Obligations have been paid in full, the security interest provided herein shall terminate and U. S. Bank shall return to Borrower all Collateral then held by U. S. Bank, if any, and upon written request of Borrower, shall execute, in form for filing, termination statements of the security interests herein granted. Thereafter, no party hereto shall have any further rights or obligations hereunder.

TRADEMARK
REEL: 002083 FRAME: 0426

7.5 Successors and Assigns

All rights of U. S. Bank hereunder shall inure to the benefit of its successors and assigns, and all obligations of Borrower shall be binding upon its successors and assigns.

7.6 U. S. Bank's Appointment as Attorney-in-Fact

Borrower hereby irrevocably constitutes and appoints U. S. Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in U. S. Bank's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action, and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement; and without limiting the generality of the foregoing, Borrower hereby gives U. S. Bank the power and right, on behalf of Borrower, without consent by or notice to Borrower, to do the following:

(i) to transfer to U. S. Bank or to any other person all or any of said Collateral, to endorse any Instruments pledged to U. S. Bank, and to fill in blanks in any transfers of Collateral, powers of attorney, or other documents delivered to U. S. Bank;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement, and to pay all or any part of the premiums therefor and the costs thereof;

(iii) upon the occurrence and during the continuation of any Event of Default (A) to take possession of, endorse, and collect any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due under any Account, Instrument, or General Intangible or with respect to any other Collateral and (B) to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by U. S. Bank for the purpose of collecting all such moneys due under any Account, Financial Assets, Instrument, Investment Property, or General Intangible or with respect to any other Collateral whenever payable; and

(iv) upon the occurrence and during the continuation of any Event of Default (A) to direct any party liable for any payment under any of the Collateral to make payment of all moneys due or to become due thereunder directly to U. S. Bank or as U. S. Bank shall direct; (B) to ask for, demand,

TRADEMARK
REEL: 002083 FRAME: 0427

collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices, and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions, or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action, or proceeding brought against Borrower with respect to any Collateral; (F) to settle, compromise, or adjust any suit, action, or proceeding described in clause (E) above and, in connection therewith, to give such discharge or releases as U. S. Bank may deem appropriate; (G) to assign any Trademark (along with the goodwill of the business to which any such Trademark pertains) throughout the world for such terms or terms, on such conditions, and in such manner as U. S. Bank shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge, and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though U. S. Bank were the absolute owner thereof for all purposes; and to do, at U. S. Bank's option and Borrower's expense, at any time or from time to time, all acts and things that U. S. Bank deems necessary to protect, preserve or realize upon the Collateral and U. S. Bank's liens thereon and to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) Borrower also authorizes U. S. Bank, at any time and from time to time, to execute, in connection with the sale provided for in Article VI hereof, any endorsements, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

(d) The powers conferred on U. S. Bank hereunder are solely to protect U. S. Bank's interests in the Collateral and shall not impose any duty upon U. S. Bank to exercise any such powers. U. S. Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to Borrower for any act or failure to act hereunder.

TRADEMARK
REEL: 002083 FRAME: 0428

7.7 Performance by U. S. Bank of Borrower's Obligations

If Borrower fails to perform or comply with any of its agreements contained herein and U. S. Bank, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expense of U. S. Bank incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in the Credit Agreement upon the occurrence of an Event of Default, shall be payable by Borrower to U. S. Bank on demand and shall constitute Secured Obligations.

7.8 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and shall be governed by the laws of the state of Washington, without regard to the choice of law rules thereof.

7.9 Notices

All notices, requests, consents, demands, approvals, and other communications hereunder shall be deemed to have been duly given, made, or served if in writing and when delivered personally, or sent via facsimile, or mailed by first class mail, postage prepaid, to the respective parties to this Agreement as follows:

(a) If to Borrower:

Mackie Designs Inc.
16220 Woodinville-Redmond Road NE
Woodinville, Washington 98072
Attention: Chief Financial Officer
Facsimile No.: (425) 483-1801

(b) If to U. S. Bank:

U. S. Bank National Association
10800 NE Eighth Street, Suite 1000
Bellevue, Washington 98004
Attention: Ann B. Caldwell
Facsimile No.: (425) 450-5989

The designation of the person to be so notified or the address of such person for the purposes of such notice may be changed from time to time by similar notice in writing, except that any communication with respect to a change of address shall be

TRADEMARK
REEL: 002083 FRAME: 0429

deemed to be given or made when received by the party to whom such communication was sent.

7.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower and U. S. Bank have caused these presents to be duly executed by their respective duly authorized signatories as of the day and year first above written.

MACKIE DESIGNS INC.

By _____

Title CEO

Accepted By: U. S. BANK NATIONAL ASSOCIATION

By _____

Title Vice President

TRADEMARK
REEL: 002083 FRAME: 0430

United States Trademarks Registered and Pending Applications For
MACKIE DESIGNS, INC. (*updated November 29, 1999*)

Mackie Designator	WJEH Docket Number	Serial/Reg. No.	Filing Date	Mark	Status
TAPCO	208	75/265,779	3/28/97	TAPCO	Abandoned per client request 11/5/99
MACKIE	286	75/351,302	9/23/97	MACKIE (3)	State of Use filed 10/26/99
D8B (Stylized)	300	75/358,287	9/17/97	D8B (Stylized)	Statement of Use filed 6/1/99
Miscellaneous Design (Running Man)	278	75/351,303	9/3/97	RUNNING MAN (L3) **Note: Should be facing left**	Statement of Use filed 5/20/99
Miscellaneous Design (Running Man)	279	75/351,392	9/3/97	RUNNING MAN (R3)	Statement of Use filed 5/17/99 Statement of Use Accepted 7/28/99
Miscellaneous Design (Running Man)	283	2,245,993	3/20/98	RUNNING MAN (R2)	Registered 5/18/99

:\MARS\FILES\M\MACKIE\MEMOS\TrademarkStatus.02.doc

Mackie Designator	WJEH Docket Number	Serial/Reg No.	Filing Date	Mark	Status
MACKIEWORLD ACADEMY	280	Matter Closed	Matter Closed	MACKIEWORLD ACADEMY	Matter Closed
E-MAC	411	Not Filed	Not Filed	E-MAC	Not filed Abandoned per client request 11/5/99
Ultramix	249	1,991,943	8/6/96	ULTRAMIX	Registered 8/6/96
MACKIE. (2)	285	2,242,780	3/20/98	MACKIE (2)	Registered 5/4/99
Mackie	100	2,015,046	6/14/95	MACKIE	Registered 11/12/96
MACKIEOS	277	Matter Closed	Matter Closed	MACKIEOS	Matter Closed
Miscellaneous Design (Running Man)	192	2,090,377	6/14/95	RUNNING MAN (Left) **Note: Should be facing left**	Registered 8/26/97
VLZ	265	2,022,019	12/7/95	VLZ	Registered 12/10/96
HUI	282	Abandoned	9/3/97	HUI	Registered 2/18/98 Abandoned 9/9/99
HUI (stylized) and HUMAN USER INTERFACE	313	75/445,361	3/5/98	HUI (stylized) and HUMAN USER INTERFACE	Abandoned per client request 11/5/99

\\MARS\FILES\M\MACKIE\MEMOS\TrademarkStatus.02.doc

Mackie Designator	WJEH Docket Number	Serial/Reg. No.	Filing Date	Mark	Status
HUI (stylized) and HUMAN USER INTERFACE	283	75/453,588	3/20/98	HUI (stylized) and HUMAN USER INTERFACE	Pending
MACKIE ADVANTAGE	447	75/721,508	5/14/99	MACKIE ADVANTAGE	Expressly abandoned 1/19/00
RCF	449	None yet	None yet	RCF	Waiting for Signed Application
Miscellaneous Design	193	2,017,111	6/14/95	RUNNING MAN (Right)	Registered 8/27/96
Miscellaneous Design (left face Running Man)	284	None yet	9/30/98	RUNNING MAN (L2) **Note: Should be facing left**	Registration Based on Actual Use filed 9/25/98
328 Configuration	8	74/728,578	9/13/95	32-8 CONFIGURATION	Registered 1/28/97
24-8 Configuration	1	2,035,113	9/13/95	24-8 CONFIGURATION	Registered 2/4/97

\\MARS\FILES\M\MACKIE\MEMOS\TrademarkStatus.02.doc

Mackie Designator	WJEH Docket Number	Serial/Reg. No.	Filing Date	Mark	Status
SOUND PALETTE	448	None yet	9/29/99	SOUND PALETTE	Application Filed 9/29/99 Abandoned per client request 11/5/99
MACKIE. CENTRAL	453	None yet	8/30/99	MACKIE. CENTRAL	Application filed 8/30/99 Abandoned per client request 11/5/99
RCF	449	In Development	In Development	RCF	In Development
MACKIE.	285	In Development	In Development	MACKIE.	In Development
MIX LINK	452	None yet	8/30/99	MIX LINK	Abandoned per client request 11/5/99

\\MARS\FILES\M\MACKIE\MEMOS\TrademarkStatus.02.doc

Foreign Trademarks Registered and Pending Applications For
MACKIE DESIGNS, INC. (File No. 80108.015) *(updated December 3, 1999)*

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
RUNNING MAN	Argentina	9	106	1,601,443	7/25/95	RUNNING MAN	Registered 5/27/96
RUNNING MAN	Argentina	16	107	1,601,442	7/25/95	RUNNING MAN	Registered 5/27/96
ULTRAMIX	Argentina	9	209	1,601,441	7/25/95	ULTRAMIX	Registered 5/27/96 Will not maintain per client request 11/5/99
VLZ	Argentina	9	251	1,617,926	11/30/95	VLZ	Registered 10/7/96 Will not maintain per client request 11/5/99
d8b (stylized)	Argentina	9	328	1,727,484	2/23/98	d8b (stylized)	Registered 3/26/99 Will not maintain per client request 11/5/99
RUNNING MAN	Argentina	9	352	1,728,996	2/25/98	RUNNING MAN	Registered 4/6/99
MACKIE.	Argentina	9	376	Not Filed	Not Filed	MACKIE.	Not Filed
RUNNING MAN	Argentina	9	377	Not Filed	Not Filed	RUNNING MAN	Not Filed
MACKIE.	Argentina	9	15	1991731	7/25/95	MACKIE.	Opposition filed
MACKIE.	Argentina	9	351	2133504	2/5/98	MACKIE.	Opposition filed and settled
MACKIE.	Argentina	16	16	1991727	Abandoned	MACKIE.	Abandoned

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26 doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
HUMAN USER INTERFACE and HUI (Stylized)	Argentina	9	413	2169838	8/14/98	HUMAN USER INTERFACE and HUI (Stylized)	Registered 11/21/96 Will not maintain per client request
HUI	Argentina	9	327	2132873	2/23/98	HUI	Abandoned per client request 11/5/99
32-8 Configuration	Australia	9	271	746454	10/16/97	32-8 Configuration	Abandoned 10/26/99
HUMAN USER INTERFACE and HUI (Stylized)	Australia	9	414	771251	8/25/98	HUMAN USER INTERFACE and HUI (Stylized)	Registered 8/25/98
HUI	Australia	9	329	756279	3/2/98	HUI	Abandoned 8/23/99
MACKIE.	Australia	9	17	664702	6/21/95	MACKIE.	Registered 6/22/95
d8b (Stylized)	Australia	9	330	756280	3/2/98	d8b (Stylized)	Registered 3/2/98
TAPCO	Australia	9	199	743944	9/12/97	TAPCO	Registered 9/12/97 Will not maintain per client request 11/5/99
RUNNING MAN	Australia	9	108	664703	6/21/95	RUNNING MAN	Registered 6/22/95
VLZ	Australia	9	252	Not Filed	Not Yet Filed	VLZ	Abandoned per client request 11/5/99
MACKIE.	Australia	9	353	Not Filed	Not Yet Filed	MACKIE.	Not filed (Prior application covers)

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
RUNNING MAN	Australia	9	354	Not Filed	Not Yet Filed	RUNNING MAN	Not filed (Prior application covers)
MACKIE.	Australia	9	378	Not Filed	Not Yet Filed	MACKIE.	Not filed (Prior application covers)
RUNNING MAN	Australia	9	379	Not Filed	Not Yet Filed	RUNNING MAN	Not filed (Prior application covers)
24-8 Configuration	Australia	9	270	746453	10/16/97	24-8 Configuration	Abandoned 10/26/99
RUNNING MAN	Austria	9/16	109	159573	6/20/95	RUNNING MAN	Registered 8/30/95
MACKIE.	Austria	9/16	18	159496	6/20/95	MACKIE.	Registered 8/29/95
24-8 Configuration	Benelux	9	2	615341	10/21/97	24-8 Configuration	Registered 10/21/97 Will not maintain per client request 11/5/99
32-8 Configuration	Benelux	9	9	615342	10/21/97	32-8 Configuration	Registered 10/21/97 Will not maintain per client request 11/5/99
MACKIE.	Benelux	9/16	19	585254	6/20/95	MACKIE.	Registered 6/20/95
RUNNING MAN	Benelux	9/16	110	578705	6/20/95	RUNNING MAN	Registered 6/20/95
ULTRAMIX	Benelux	9	212	572395	6/20/95	ULTRAMIX	Registered 6/20/95 Will not maintain per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26 doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Bermuda	9	20	Not Filed	No Application Possible	MACKIE.	No Application Possible
RUNNING MAN	Bermuda	9	111	72790	10/23/95	RUNNING MAN	Registered 2/8/97
RUNNING MAN	Bermuda	16	112	72789	10/23/95	RUNNING MAN	Registered 2/8/97
MACKIE	Bolivia	9	21	62595-C	8/11/95	MACKIE.	Registered 11/21/96
MACKIE.	Bolivia	16	22	62597-C	8/11/95	MACKIE.	Registered 11/21/96
RUNNING MAN	Bolivia	9	113	62596-C	8/11/95	RUNNING MAN	Registered 11/21/96
RUNNING MAN	Bolivia	16	114	62598-C	8/11/95	RUNNING MAN	Registered 11/21/96
ULTRAMIX	Bolivia	9	214	62609-C	8/11/95	ULTRAMIX	Registered 11/21/96 Will not maintain per client request 11/5/99
HUMAN USER INTERFACE and HUI (Stylized)	Brazil	9	415	820871435	8/24/98	HUMAN USER INTERFACE and HUI (Stylized)	Abandoned per client request 11/5/99
24-8 Configuration	Brazil	9	304	820354791	1/17/971	24-8 Configuration	Abandoned per client request 11/5/99
TAPCO	Brazil	9	200	820285323	9/29/97	TAPCO	Abandoned per client request 11/5/99
VLZ	Brazil	9	253	818976853	12/24/95	VLZ	Registered 8/25/98

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
							Will not maintain per client request 11/5/99
TAPCO	Brazil	9	309	820285331	9/29/97	TAPCO	Abandoned per client request 11/5/99
1604 Configuration	Brazil	9	308	820354783	11/17/97	1604 Configuration	Published for opposition
MACKIE.	Brazil	9	355	820532185	3/3/98	MACKIE.	Published for opposition
RUNNING MAN	Brazil	9	381	Not Filed	On Hold	RUNNING MAN	On Hold
MACKIE.	Brazil	9	380	Not Filed	On Hold	MACKIE.	On Hold
HUI	Brazil	9	331	820532215	3/3/98	HUI	Abandoned per client request 11/5/99
RUNNING MAN	Brazil	9	356	820532193	3/3/98	RUNNING MAN	Published for opposition
MACKIE.	Brazil	9	23	818976837	12/14/95	MACKIE.	Rec'd letter 10/1/98 re: Brazilian PTO revocation of allowance decision
1202 Configuration	Brazil	9	306	820354775	11/17/97	1202 Configuration	Published for opposition
1402 Configuration	Brazil	9	307	820354759	11/17/97	1402 Configuration	Published for opposition
32-8 Configuration	Brazil	9	305	820354767	11/17/97	32-8 Configuration	Abandoned per client request 11/5/99
40-8BUS	Brazil	9	312	820354740	11/17/97	40-8BUS	Abandoned per client

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26 doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
Configuration						Configuration	request 11/5/99
d8b (Stylized)	Brazil	9	332	820532207	3/3/98	d8b (Stylized)	Abandoned per client request 11/5/99
RUNNING MAN	Brazil	9	115	818976870	12/14/95	RUNNING MAN	Pending Rec'd letter re: pending registration 10/13/98
MACKIE	Bulgaria	9/16	24	28093	3/8/95	MACKIE	Registered 7/3/96
RUNNING MAN	Bulgaria	9/16	116	28094	3/8/95	RUNNING MAN	Registered 5/13/96
ULTRAMIX	Bulgaria	9	215	28109	3/8/95	ULTRAMIX	Registered 7/3/96 Will not maintain per client request 11/5/99
TAPCO	Canada	9	201	855,124	9/4/97	TAPCO	Abandoned per client request 11/5/99
24-8 Configuration	Canada	9	3	858,094	10/7/97	24-8 Configuration	Abandoned per client request 11/5/99
32-8 Configuration	Canada	9	10	842,022	4/14/97	32-8 Configuration	Abandoned per client request 11/5/99
MACKIE.	Canada	9	357	870,718	2/27/98	MACKIE.	Notice of Allowance
HUI	Canada	9	333	870,424	2/26/98	HUI	Abandoned per client request 11/5/99
MACKIE.	Canada	9	25	799,940	14/24/95	MACKIE.	Registered 12/9/97
MACKIE (Stylized)	Canada	?	288	Withdrawn	Withdrawn	MACKIE (Stylized)	Abandoned

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
VLZ	Canada	9	254	799,939	12/14/95	VLZ	Registered 1/23/97 Will not maintain per client request 11/5/99
RUNNING MAN	Canada	9/16	117	799,941	12/14/95	RUNNING MAN	Notice of Allowance
d8b (Stylized)	Canada	9	334	870,425	2/26/98	d8b (Stylized)	Abandoned per client request 11/5/99
HUMAN USER INTERFACE and HUI (Stylized	Canada	9	416	887,576	8/17/98	HUMAN USER INTERFACE and HUI (Stylized	Abandoned per client request 11/5/99
RUNNING MAN	Canada	9	358	870,717	2/27/98	RUNNING MAN	Notice of Allowance
MACKIE.	Chile	9/16	26	465.451	7/25/95	MACKIE.	Registered 12/4/96
ULTRAMIX	Chile	9	216	465.452	7/25/95	ULTRAMIX	Registered 12/4/96 Will not maintain per client request 11/5/99
RUNNING MAN	Chile	9/16	118	465.450	7/25/95	RUNNING MAN	Registered 12/4/96
HUI	China	9	335	9800017338	3/3/98	HUI	Abandoned per client request 11/5/99
MACKIE.	China	9	384	9800025930	3/25/98	MACKIE.	Cancellation pending
MACKIE.	China	9	359	9800017337	3/3/98	MACKIE.	Cancellation pending
MACKIE.	China	9	27	Reg. No.	2/29/96	MACKIE.	Registered 7/7/97

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
				1048289			
MACKIE.	China	16	28	Reg. No. 1057032	2/29/96	MACKIE.	Registered 7/21/97
RUNNING MAN	China	9	385	9800025928	3/25/98	RUNNING MAN	Pending Published for opposition 4/21/99
d8b (Stylized)	China	9	360	9800017336	3/3/98	d8b (Stylized)	Registered 7/14/99
d8b (Stylized)	China	9	336	9800017335	3/3/98	d8b (Stylized)	Abandoned per client request 11/5/99
TAPCO	China	9	202	970098594	9/17/97	TAPCO	Registered 5/14/99 Will not maintain per client request 11/5/99
VLZ	China	9	255	Application Refused	1/15/96	VLZ	Abandoned per client request 11/5/99
MACKIE MAN Design	China	16	120	Reg. No. 1057007	2/29/96	MACKIE MAN Design	Registered 7/21/97
24-8 Configuration	China	9	266	Not Filed	Not Filed	24-8 Configuration	Abandoned per client request 11/5/99
32-8 Configuration	China	9	267	Not Filed	Not Filed	32-8 Configuration	Abandoned per client request 11/5/99
MACKIE MAN Design	China	9	119	Reg. No. 1016770	2/29/96	MACKIE MAN Design	Registered 5/28/97
HUI (Stylized)	China	9	417	9800095096	8/20/98	HUI (Stylized)	Abandoned per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Costa Rica	9	29	Reg. No. 96.397	11/21/95	MACKIE.	Registered 8/20/96
RUNNING MAN	Costa Rica	9	121	Reg. No. 96.013	11/21/95	RUNNING MAN	Registered 8/13/96
MACKIE.	Croatia	9/16	30	Reg. No. Z951512	10/18/95	MACKIE.	Registered 4/26/99
RUNNING MAN	Croatia	9/16	122	Reg. No. Z951511A	10/18/95	RUNNING MAN	Registered 3/25/99
d8b (Stylized	CTM	9	338	000763961	2/26/98	d8b (Stylized	Abandoned per client request 11/5/99
MACKIE.	CTM	9	361	000763953	2/26/98	MACKIE.	Pending Rec'd letter re: payment of registration fee 5/7/99
HUI	CTM	9	337	000763623	2/26/98	HUI	Registered 5/17/99 Will not maintain per client request 11/5/99
RUNNING MAN	CTM	9	362	000764001	2/26/98	RUNNING MAN	Registered 5/17/99
HUI and HUI (Stylized)	CTM	9	418	000907782	8/17/98	HUI and HUI (Stylized)	Publication 5/10/99 Abandoned per client request 11/5/99
24-8 Configuration	CTM	9	430	U.K. 2135464	Requested Withdrawal of Application	24-8 Configuration	Abandoned per client request 11//

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
32-8 Configuration	CTM	9	431	U.K. 2135464	Requested Withdrawal of Application	32-8 Configuration	Abandoned per client request 11/5/99
MACKIE.	CTM	9	386	000763953	10/29/98	MACKIE.	Favorable search report Pending
TAPCO	CTM	9	203	000643627	9/19/97	TAPCO	Registered 1/6/99 Will not maintain per client request 11/5/99
RUNNING MAN	CTM	9	387	N/A	Not Yet Filed	RUNNING MAN	Favorable search report Pending
MACKIE.	Czech Republic	9/16	31	199 497	7/25/95	MACKIE.	Registered 7/25/95
RUNNING MAN	Czech Republic	9/16	123	199 498	7/25/95	RUNNING MAN	Registered 7/25/95
ULTRAMIX	Czech Republic	9	217	199 499	7/25/95	ULTRAMIX	Registered 7/25/95 Will not maintain per client request 11/5/99
ULTRAMIX	Denmark	9	218	07.476	6/16/95	ULTRAMIX	Registered 11/3/95 Will not maintain per client request 11/5/99
MACKIE.	Denmark	9/16	32	01.729	6/16/95	MACKIE.	Registered 4/18/97
RUNNING MAN	Denmark	9/16	124	05.746	6/16/95	RUNNING MAN	Registered 9/11/95

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Dominican Republic	9	33	Not Filed	Not Filed	MACKIE	Not Filed
RUNNING MAN	Dominican Republic	9	125	Not Filed	Not Filed	RUNNING MAN	Not Filed
ULTRAMIX	Dominican Republic	9	219	Not Filed	Not Filed	ULTRAMIX	Abandoned per client request 11/5/99
MACKIE	Ecuador	9	34	Reg. No. 692 97	8/11/95	MACKIE.	Registered 3/26/97
MACKIE.	Ecuador	16	35	Reg. No. 691-97	8/17/95	MACKIE.	Registered 3/26/97
RUNNING MAN	Ecuador	9	126	Reg. No. 677-97	8/17/95	RUNNING MAN	Registered 3/26/97
RUNNING MAN	Ecuador	16	127	Reg. No. 690-97	8/17/95	RUNNING MAN	Registered 3/26/97
ULTRAMIX	Ecuador	9	220	Reg. No. 689-97	8/17/95	ULTRAMIX	Registered 3/26/97 Will not maintain per client request 11/5/99
MACKIE.	Estonia	9/16	37	9501398	6/29/95	MACKIE.	Registered 2/25/97
RUNNING MAN	Estonia	9/16	129	Reg. No. 22520	6/29/95	RUNNING MAN	Registered 2/25/97
ULTRAMIX	Estonia	9	221	Reg. No. 22521	6/29/95	ULTRAMIX	Registered 2/25/97 Will not maintain per client request 11/5/99
MACKIE.	Finland	9/16	38	Reg. No.	8/10/95	MACKIE.	Registered 4/30/96

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
				200255			
RUNNING MAN	Finland	9/16	130	Reg. No. 143319	8/10/95	RUNNING MAN	Registered 3/5/96
RUNNING MAN	France	9/16	131	Reg. No. 95/576,921	6/21/95	RUNNING MAN	Registered 12/1/95
VLZ	France	9	256	Reg. No. 85/599,421	11/29/95	VLZ	Registered 11/29/95 Will not maintain per client request 11/5/99
MACKIE.	France	9/16	39	Reg. No. 95/576,290	6/21/95	MACKIE.	Registered 12/1/95
ULTRAMIX	France	9	223	Reg. No. 95/576,922	6/21/95	ULTRAMIX	Registered 12/1/95 Will not maintain per client request 11/5/99
RUNNING MAN	Germany	9/16	132	395 25 148.6	6/20/95	RUNNING MAN	Pending Rec'd letter re: termination of opposition proceedings 3/24/99
24-8 Configuration	Germany	9	4	397 48 746.0	10/13/97	24-8 Configuration	Abandoned per client request 11/5/99
32-8 Configuration	Germany	9	11	395 46 060.3	11/13/95	32-8 Configuration	Abandoned per client request 11/5/99
MACKIE.	Germany	9/16	40	695 25 147	6/20/95	MACKIE.	Registered 8/2/96
ULTRAMIX	Germany	9	224	395 25 145.1	6/20/95	ULTRAMIX	Registered 7/22/96 Will not maintain per

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
							client request 11/5/99
VLZ	Germany	9	257	395 49 695	12/15/95	VLZ	Registered 3/19/97 Will not maintain per clients request 11/5/99
24-8 Configuration	Great Britain	9	5	2135464	Withdrawn	24-8 Configuration	Withdrawn
VLZ	Great Britain	9	258	2046867	11/30/95	VLZ	Registered 11/30/95 Will not maintain per clients request 11/5/99
RUNNING MAN	Great Britain	9/16	133	2024878	6/22/95	RUNNING MAN	Registered 6/22/95
32-8 Configuration	Great Britain	9	12	Withdrawn	Withdrawn	32-8 Configuration	Withdrawn
MACKIE.	Great Britain	9/16	41	2024868	6/22/95	MACKIE.	Registered 6/22/95
MACKIE.	Greece	9/16	42	125067	7/5/95	MACKIE.	Registered 7/5/95
RUNNING MAN	Greece	9/16	134	125066	7/5/95	RUNNING MAN	Registered 7/5/95
ULTRAMIX	Greece	9	226	125065	7/5/95	ULTRAMIX	Registered 7/5/95 Will not maintain per client request 11/5/99
MACKIE.	Guatemala	9	43	96-2866	4/19/96	MACKIE.	Pending
MACKIE.	Guatemala	16	44	96-2865	4/19/96	MACKIE.	Pending
RUNNING MAN	Guatemala	9	135	96-2867	4/19/96	RUNNING MAN	Pending Sent letter 12/2/97 re:

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
							status of application
MACKIE	Honduras	9	45	Reg. No. 67221	4/1/96	MACKIE.	Registered 1/24/97
RUNNING MAN	Honduras	9	137	Reg. No. 67220	4/1/96	RUNNING MAN	Registered 1/24/97
RUNNING MAN	Hong Kong	9	364	2460/98	2/27/98	RUNNING MAN	Registered 9/3/97
MACKIE.	Hong Kong	9	46	7541/95	6/21/95	MACKIE.	Pending Letter rec'd re: published for opposition
MACKIE.	Hong Kong	9	388	3379/98	3/18/98	MACKIE.	Registered 3/18/98
d8b (Stylized)	Hong Kong	9	340	2261/98	2/25/98	d8b (Stylized)	Registered 9/17/97 Will not maintain per client request 11/5/99
MACKIE.	Hong Kong	16	47	Abandoned	6/21/95	MACKIE.	Abandoned 8/96
RUNNING MAN	Hong Kong	9	138	08095/96	6/21/95	RUNNING MAN	Registered 6/21/95
RUNNING MAN	Hong Kong	16	139	08096/96	6/21/95	RUNNING MAN	Registered 6/21/95
ULTRAMIX	Hong Kong	9	227	07707/95	Withdrawn	ULTRAMIX	Abandoned 7/96
TAPCO	Hong Kong	9	204	12824/97	9/6/97	TAPCO	Registered 3/28/97 Will not maintain per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
HUMAN USER INTERFACE and HUI (Stylized)	Hong Kong	9	419	2259/98	8/14/98	HUMAN USER INTERFACE and HUI (Stylized)	Abandoned per client request 11/5/99
RUNNING MAN	Hong Kong	9	389	3380/98	3/18/98	RUNNING MAN	Pending Rec'd letter 4/13/99 re: application for Certificate of Registration
MACKIE.	Hong Kong	9	363	2461/98	2/27/98	MACKIE.	Pending Rec'd letter 4/12/99 re: arrangement for pub.
HUI	Hong Kong	9	339	2259/98	Withdrawn	HUI	Withdrawn 10/98
MACKIE.	Hungary	9/16	48	Reg. No. 147 397	7/21/95	MACKIE.	Registered 7/21/95
RUNNING MAN	Hungary	9/16	140	Reg. No. 153 227	7/21/95	RUNNING MAN	Registered 7/21/95
RUNNING MAN	Iceland	9/16	141	Reg. No. 1354/1995	7/18/95	RUNNING MAN	Registered 12/27/95
MACKIE.	Iceland	9/16	49	479/1996	7/18/95	MACKIE.	Registered 5/28/96
MACKIE.	India	9	50	Not Yet Filed	Not Yet Filed	MACKIE.	Not Yet Filed
MACKIE.	India	16	229	Not Yet Filed	Not Yet Filed	MACKIE.	Not Yet Filed
RUNNING MAN	India	9	142	691715	12/22/95	RUNNING MAN	Pending

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
RUNNING MAN	India	16	143	691716	12/22/95	RUNNING MAN	Pending
VLZ	India	9	259	Not Yet Filed	Not Yet Filed	VLZ	Not Yet Filed
MACKIE.	Indonesia	9/16	51	380391	11/15/95	MACKIE.	Registered 11/15/95
RUNNING MAN	Indonesia	9/16	144	383260	11/15/95	RUNNING MAN	Registered 11/15/95
MACKIE.	Ireland	9	52	171372	9/5/95	MACKIE.	Registered 9/5/95
MACKIE.	Ireland	16	53	171373	9/5/95	MACKIE.	Registered 9/5/95
RUNNING MAN	Ireland	9	145	174006	9/5/95	RUNNING MAN	Registered 9/5/95
RUNNING MAN	Ireland	16	146	174007	9/5/95	RUNNING MAN	Registered 9/5/95
ULTRAMIX	Israel	9	230	99357	6/27/95	ULTRAMIX	Registered 12/3/96 Will not maintain as per client request 11/5/99
MACKIE.	Israel	9	54	99355	6/27/65	MACKIE.	Registered 12/3/96
MACKIE.	Israel	16	55	99356	6/27/65	MACKIE.	Registered 12/3/96
RUNNING MAN	Israel	9	147	99358	6/27/65	RUNNING MAN	Registered 12/3/96
RUNNING MAN	Israel	16	148	99359	6/27/65	RUNNING MAN	Registered 12/3/95
RUNNING MAN	Italy	9/16	149	732371	6/23/95	RUNNING MAN	Registered 10/27/97

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Italy	9/16	56	714789	6/23/95	MACKIE.	Registered 6/18/97
VLZ	Italy	9	260	721388	12/20/95	VLZ	Registered 7/29/97 Will not maintain as per client request 11/5/99
24-8 Configuration	Italy	9	6	Serial No. RM97C005869	12/1/97	24-8 Configuration	Abandoned per client request 11/5/99
32-8 Configuration	Italy	9	232	Serial No. RM97C005870	12/1/97	32-8 Configuration	Abandoned per client request 11/5/99
24-8 Configuration	Italy	9	231	Serial No. RM97C005868	12/1/97	24-8 Configuration	Abandoned per client request 11/5/99
32-8 Configuration	Italy	9	13	Serial No. RM97C005871	12/1/97	32-8 Configuration	Abandoned per client request 11/5/99
MACKIE.	Jamaica	9	57	29,579	7/19/95	MACKIE.	Registered 7/19/95
MACKIE.	Jamaica	16	58	30,071	7/21/95	MACKIE.	Registered 7/21/95
RUNNING MAN	Jamaica	9	150	29,308	7/21/95	RUNNING MAN	Registered 7/21/95
RUNNING MAN	Jamaica	16	151	SN 16/1981	7/21/95	RUNNING MAN	Pending
HUI	Japan	9	341	1998-15330	2/27/98	HUI	Registered Will not maintain per client request 11/5/99
HUMAN USER INTERFACE and HUI	Japan	9	420	1998-69761	8/18/98	HUMAN USER INTERFACE and HUI (Stylized)	Abandoned per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26 doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
(Stylized)							
TAPCO	Japan	9	205	4244927	9/19/97	TAPCO	Registered 2/26/99 Will not maintain per client request 11/5/99
MACKIE.	Japan	9	59	1995-78491	7/31/95	MACKIE.	Pending Amendment filed 6/6/97
RUNNING MAN	Japan	9	152	4053793	7/31/95	RUNNING MAN	Registered 9/5/97
ULTRAMIX	Japan	9	233	3365280	7/31/95	ULTRAMIX	Registered 12/5/97 Will not maintain per client request 11/5/99
VLZ	Japan	9	261	4047641	12/13/95	VLZ	Registered 8/22/97 Will not maintain per client request 11/5/99
d8b (Stylized)	Japan	9	342	1998-16793	3/3/98	d8b (Stylized)	Abandoned per client request 11/5/99
MACKIE.	Japan	9	365	Not Filed	Not Filed	MACKIE.	Not Filed
RUNNING MAN	Japan	9	366	Not Filed	Not Filed	RUNNING MAN	Not Filed
MACKIE.	Japan	9	390	Not Filed	Not Filed	MACKIE.	Not Filed (Covered by prior application)
RUNNING MAN	Japan	9	391	Not Filed	Not Filed	RUNNING MAN	Not Filed (Covered by prior application)
MACKIE.	Jordan	9	60	41145	4/22/96	MACKIE.	Registered 4/22/96

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Jordan	16	61	41927	4/22/96	MACKIE.	Registered 4/22/96
RUNNING MAN	Jordan	9	153	Withdrawn	Withdrawn	RUNNING MAN	Withdrawn
RUNNING MAN	Jordan	16	154	Withdrawn	Withdrawn	RUNNING MAN	Withdrawn
MACKIE.	Latvia	9/16	62	41622	8/15/95	MACKIE.	Registered 8/15/95
RUNNING MAN	Latvia	9/16	155	41623	8/15/95	RUNNING MAN	Registered 8/15/95
ULTRAMIX	Latvia	9	234	40188	8/15/95	ULTRAMIX	Registered 8/15/95 Will not maintain per client request 11/5/99
MACKIE.	Lithuania	9/16	63	30627	7/21/95	MACKIE.	Registered 7/8/99
RUNNING MAN	Lithuania	9/16	156	95-1988	7/21/95	RUNNING MAN	Pending
ULTRAMIX	Lithuania	9	235	95-1987	7/21/95	ULTRAMIX	Registered Will not maintain per client request 11/5/99
RUNNING MAN	Malaysia	9	157	96-01072	1/27/96	RUNNING MAN	Pending Rec'd letter 2/26/99 re: reminder to registry
MACKIE.	Malaysia	9	64	96-01073	1/27/96	MACKIE.	Pending
HUMAN USER INTERFACE and HUI	Mexico	9	421	594.021	8/19/98	HUMAN USER INTERFACE and HUI (Stylized)	Registered 11/26/98 Will not maintain per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
(Stylized)							
HUI	Mexico	9	349	574,713	2/23/98	HUI	Registered 9/3/97 Will not maintain per client request 11/5/99
MACKIE.	Mexico	9	65	508,222	8/31/95	MACKIE.	Registered 10/26/95
RUNNING MAN	Mexico	9	158	554,788	8/31/95	RUNNING MAN	Registered 7/31/97
VLZ	Mexico	9	262	249,134	11/29/95	VLZ	Abandoned per client request 11/5/99
TAPCO	Mexico	9	206	308,816	9/25/97	TAPCO	Abandoned per client request 11/5/99
d8b (Stylized)	Mexico	9	350	578,747	2/23/98	d8b (Stylized)	Registered 6/8/98 Will not maintain per client request 11/5/99
MACKIE.	Mexico	9	367	586,397	2/26/98	MACKIE.	Registered 8/31/98
MACKIE.	Mexico	9	392	576,447	3/18/98	MACKIE.	Registered 3/18/98
RUNNING MAN	Mexico	9	393	579,281	3/18/98	RUNNING MAN	Registered 5/26/98
RUNNING MAN	Mexico	9	368	323,910	2/26/98	RUNNING MAN	Pending
MACKIE.	Netherland Antilles	9/16	66	18681	6/21/95	MACKIE.	Registered 8/2/95
RUNNING MAN	Netherland Antilles	9/16	159	18907	6/21/95	RUNNING MAN	Registered 9/15/95

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
ULTRAMIX	Netherland Antilles	9	236	18740	6/21/95	ULTRAMIX	Registered 8/23/95 Will not maintain per client request 11/5/99
MACKIE.	New Zealand	9	67	252481	8/16/95	MACKIE.	Registered 8/16/95
MACKIE.	New Zealand	16	68	252482	8/16/95	MACKIE.	Registered 8/16/95
RUNNING MAN	New Zealand	9	160	252486	8/16/95	RUNNING MAN	Registered 8/16/95
RUNNING MAN	New Zealand	16	161	252484	8/16/95	RUNNING MAN	Registered 8/16/95
ULTRAMIX	New Zealand	9	237	252485	8/16/95	ULTRAMIX	Registered 8/16/95 Will not maintain per client request 11/5/99
MACKIE.	Nicaragua	9	69	32,458	1/30/96	MACKIE.	Registered 11/13/96
RUNNING MAN	Nicaragua	9	162	32,457	1/30/96	RUNNING MAN	Registered 11/13/96
MACKIE.	Norway	9/16	70	185442	6/20/95	MACKIE.	Registered 10/2/97
RUNNING MAN	Norway	9/16	163	185443	6/20/95	RUNNING MAN	Registered 10/2/97
ULTRAMIX	Norway	9	238	178996	6/20/95	ULTRAMIX	Registered 1/9/97 Will not maintain per client request 11/5/99
RUNNING MAN	Pakistan	9	164	134840	3/20/96	RUNNING MAN	Pending Sent letter 12/98 re:

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
							proceeding with filing
MACKIE.	Pakistan	16	72	Withdrawn	Withdrawn	MACKIE.	Withdrawn 8/97
RUNNING MAN	Pakistan	16	165	Withdrawn	Withdrawn	RUNNING MAN	Withdrawn 3/97
MACKIE	Pakistan	9	71	134848	3/20/96	MACKIE.	Pending Rec'd letter of 10/26/98 from counsel re: proposed objection that mark is not per se distinctive
MACKIE.	Panama	9	73	79098	1/16/96	MACKIE.	Registered 1/16/96
MACKIE.	Panama	16	74	79102	1/16/96	MACKIE.	Registered 1/16/96
RUNNING MAN	Panama	9	166	79099	1/16/96	RUNNING MAN	Registered 1/16/96
RUNNING MAN	Panama	16	167	79101	1/16/96	RUNNING MAN	Registered 1/16/96
MACKIE.	Peru	9/16	75	023875	12/21/95	MACKIE.	Registered 3/5/96
RUNNING MAN	Peru	9/16	168	024021	11/21/95	RUNNING MAN	Registered 3/7/96
MACKIE.	Portugal	9/16	78	311.655	7/24/95	MACKIE.	Registered 6/3/96
RUNNING MAN	Portugal	9/16	171	311.656	7/24/95	RUNNING MAN	Registered 6/3/96
ULTRAMIX	Portugal	9	239	311.657	7/24/95	ULTRAMIX	Registered 6/3/96 Will not maintain per

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26 doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
							client request 11/5/99
MACKIE	Romania	9/16	79	24040	7/24/95	MACKIE.	Registered 7/24/95
RUNNING MAN	Romania	9/16	172	24039	7/24/95	RUNNING MAN	Registered 7/24/95
ULTRAMIX	Romania	9	240	24041	7/24/95	ULTRAMIX	Registered 7/24/95 Will not maintain per client request 11/5/99
MACKIE	Russia	9/16	80	148533	8/31/95	MACKIE	Registered 12/16/96
RUNNING MAN	Russia	9/16	173	148534	8/31/95	RUNNING MAN	Registered 12/16/96
ULTRAMIX	Russia	9	241	148251	8/31/95	ULTRAMIX	Registered 11/29/96 Will not maintain per client request 11/5/99
VLZ	Russia	9	263	Withdrawn	Not Filed	VLZ	Not Filed
HUI	Russia	9	343	Not Filed	Withdrawn	HUI	Withdrawn – 3-letter mark not registrable
d8b	Russia	9	344	98703552	3/3/98	d8b	Abandoned per client request 11/5/99
RUNNING MAN	Russia	9	370	98703558	3/3/98	RUNNING MAN	Pending
MACKIE.	Russia	9	369	98703574	3/3/98	MACKIE.	Pending
MACKIE.	Russia	9	394	98704399	3/18/98	MACKIE.	Pending
RUNNING MAN	Russia	9	395	98704398	3/18/98	RUNNING MAN	Pending

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
HUMAN USER INTERFACE and HUI (Stylized)	Russia	9	422	98713962	8/13/98	HUMAN USER INTERFACE and HUI (Stylized)	Abandoned per client request 11/5/99
MACKIE.	Singapore	9	82	7334/95	8/8/95	MACKIE.	Pending Published for opposition 9/98
RUNNING MAN	Singapore	16	176	7332/95	8/8/95	RUNNING MAN	Registered 8/8/95
MACKIE.	Singapore	16	83	7333/95	Withdrawn	MACKIE.	Withdrawn 3/97
RUNNING MAN	Singapore	9	175	95/07331F	8/8/95	RUNNING MAN	Registered 8/8/95
MACKIE.	Slovenia	9/16	84	9570958	7/28/95	MACKIE.	Registered 7/28/95
RUNNING MAN	Slovenia	9/16	177	9570959	7/28/95	RUNNING MAN	Registered 7/28/95
ULTRAMIX	Slovenia	9	242	9570960	7/28/95	ULTRAMIX	Registered 7/28/95 Will not maintain per client request 11/5/99
MACKIE.	South Africa	9	85	95/07886	6/20/95	MACKIE.	Registered 6/20/95
MACKIE.	South Africa	16	105	95/07887	6/20/95	MACKIE.	Registered 6/20/95
ULTRAMIX	South Africa	9	243	95/07890	6/20/95	ULTRAMIX	Registered 6/20/95 Will not maintain per client request 11/5/99

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
24-8 Configuration	South Africa	9	268	Not Yet Filed	Not Yet Filed	24-8 Configuration	Not Yet Filed Abandoned per client request 11/5/99
32-8 Configuration	South Africa	9	269	Not Yet Filed	Not Yet Filed	32-8 Configuration	Not Yet Filed Abandoned per client request 11/5/99
RUNNING MAN	South Africa	9	178	95/07888	6/20/95	RUNNING MAN	Registered 6/20/95
RUNNING MAN	South Africa	16	228	95/07889	6/20/95	RUNNING MAN	Registered 6/20/95
RUNNING MAN	South Korea	52	180	364414	6/9/97	RUNNING MAN	Registered 6/9/97
ULTRAMIX	South Korea	39	244	377059	8/16/95	ULTRAMIX	Registered 10/2/97 Will not maintain per client request 11/5/99
HUMAN USER INTERFACE and HUI (Stylized)	South Korea	9	423	98-20866	8/18/98	HUMAN USER INTERFACE and HUI (Stylized)	Abandoned per client request 11/5/99
TAPCO	South Korea	9	207	420882	9/8/97	TAPCO	Abandoned per client request 11/5/99
RUNNING MAN	South Korea	39	179	365345	6/16/97	RUNNING MAN	Registered 6/16/97
MACKIE.	South Korea	9	396	98-62 (supp)	3/24/98	MACKIE	Registered 3/27/99

J:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
RUNNING MAN	South Korea	9	397	98-63 (supp)	3/24/98	RUNNING MAN	Pending Letter recv'd 6/99 re: issuance of parent application (will wait for allowance of reg. of parent)
MACKIE.	South Korea	52	87	364415	6/9/97	MACKIE.	Registered 6/9/97
RUNNING MAN	South Korea	9	372	98-5830	3/2/98	RUNNING MAN	Pending Final allowance of Registration issued 8/99
HUI	South Korea	9	345	98-5052	Withdrawn	HUI	Abandoned per client request 11/5/99
MACKIE.	South Korea	9	371	98-5829	3/2/98	MACKIE.	Pending Rec'd letter re: final allowance of regis. 3/99
d8b (Stylized)	South Korea	9	346	98-5053	Withdrawn	d8b (Stylized)	Abandoned per client request 11/5/99
MACKIE.	South Korea	39	86	365346	6/16/97	MACKIE.	Registered 6/16/97
MACKIE.	Spain	16	89	1987757	9/29/95	MACKIE.	Registered 3/5/96
MACKIE.	Spain	9	88	1972811	6/22/95	MACKIE.	Registered 1/5/96
RUNNING MAN	Spain	9	181	1987758	9/29/95	RUNNING MAN	Registered 3/5/96
RUNNING MAN	Spain	16	182	1987759	9/29/95	RUNNING MAN	Registered 3/5/96

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
VLZ	Spain	9	264	2001591	12/14/95	VLZ	Registered 2/5/97 Will not maintain per client request 11/5/99
MACKIE.	Sweden	9/16	90	317116	6/20/95	MACKIE.	Registered 9/20/96
RUNNING MAN	Sweden	9/16	183	307967	6/20/95	RUNNING MAN	Registered 1/12/96
ULTRAMIX	Sweden	9	245	311140	6/20/95	ULTRAMIX	Registered 4/4/96 Will not maintain per client request 11/5/99
HUMAN USER INTERFACE and HUI (Stylized)	Switzerland	9	424	458.685	8/14/98	HUMAN USER INTERFACE and HUI (Stylized)	Registered 8/14/98 Will not maintain per client request 11/5/99
RUNNING MAN	Switzerland	9	374	454.186	3/3/98	RUNNING MAN	Registered 3/3/98
MACKIE.	Switzerland	9	373	454.116	3/3/98	MACKIE.	Registered 3/3/98
HUI	Switzerland	9	347	453.076	2/25/98	HUI	Registered 2/25/98 Will not maintain per client request 11/5/99
32-8 Configuration	Switzerland	9	14	Note Yet Filed	Not Yet Filed	32-8 Configuration	Abandoned per client request 11/5/99
24-8 Configuration	Switzerland	9	7	Not Yet Filed	Not Yet Filed	24-8 Configuration	Abandoned per client request 11/5/99
MACKIE.	Switzerland	9/16	91	431.535	7/24/95	MACKIE	Registered 7/24/95

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus 5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
d8b (Stylized)	Switzerland	9	348	453.112	2/25/98	d8b (Stylized)	Registered 2/25/98 Will not maintain per client request 11/5/99
RUNNING MAN	Switzerland	9/16	184	431.460	7/24/95	RUNNING MAN	Registered 7/24/95
MACKIE	Switzerland	9	398	Not Filed Added to prior application	Not Filed	MACKIE	Not Filed (Goods added to prior application)
RUNNING MAN	Switzerland	9	399	Not Filed Added to prior application	Not Filed	RUNNING MAN	Not Filed (Goods added to prior application)
MACKIE.	Taiwan	9	92	750899	7/26/95	MACKIE.	Registered 3/1/97
MACKIE.	Taiwan	16	93	749285	7/26/95	MACKIE.	Registered 2/16/97
RUNNING MAN	Taiwan	9	185	763113	7/26/95	RUNNING MAN	Registered 6/1/97
RUNNING MAN	Taiwan	16	273	757998	7/26/95	RUNNING MAN	Registered 4/16/97
ULTRAMIX	Taiwan	9	247	739802	7/26/95	ULTRAMIX	Registered 12/16/96
MACKIE.	Thailand	9	94	Kor46862	8/17/95	MACKIE.	Registered 8/17/95
MACKIE.	Thailand	16	95	Kor43442	8/17/95	MACKIE.	Registered 8/17/95
RUNNING MAN	Thailand	9	186	Kor49245	8/17/95	RUNNING MAN	Registered 8/17/95
RUNNING MAN	Thailand	16	187	Kor43115	8/17/95	RUNNING MAN	Registered 8/17/95

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc

Mackie Designation	Country	Class	WJEH Docket No.	Reg./Serial No.	Filing Date	Mark	Status
MACKIE.	Trinidad	9	96	24616	10/3/95	MACKIE.	Pending
MACKIE.	Trinidad	16	97	24617	10/3/95	MACKIE.	Pending
RUNNING MAN	Trinidad	9	188	24619	10/3/95	RUNNING MAN	Pending
RUNNING MAN	Trinidad	16	189	24618	10/3/95	RUNNING MAN	Pending
MACKIE.	Uruguay	9/16	102	279.705	7/26/95	MACKIE.	Registered 5/27/98
RUNNING MAN	Uruguay	9/16	196	279.706	7/26/95	RUNNING MAN	Registered 4/29/97
ULTRAMIX	Uruguay	9	250	279.707	7/26/95	ULTRAMIX	Registered 4/29/97 Will not maintain per client request 11/5/99
MACKIE.	Venezuela	9	103	14723-95	9/22/95	MACKIE.	Pending
RUNNING MAN	Venezuela	9	197	14722-95	9/22/95	RUNNING MAN	Pending
MACKIE.	Vietnam	9/16	104	20 722	8/23/95	MACKIE.	Registered 8/23/95
RUNNING MAN	Vietnam	9/16	198	20 999	8/23/95	RUNNING MAN	Registered 5/23/95

F:\M\MACKIE\MEMOS\ForeignTrademarkStatus.5-26.doc