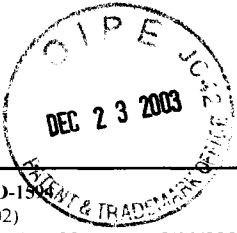


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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-158
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Telex Communications, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BNY Midwest Trust Company
Internal
Address: Attn: D.G. Donovan, Assistant V.P.
Street Address: 2 N. LaSalle Street, Ste. 1020
City: Chicago State: IL Zip: 60602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois Banking Corp.
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/19/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/210,591;
78/281,342; 78/185,393

B. Trademark Registration No.(s) 1,020,396;
731,435; 2,289,600; 1,713,205

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 67

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alex Simon
Internal Address: Mayer, Brown, Rowe & Maw LLP
Street Address: 1675 Broadway
City: New York State: NY Zip: 10019

7. Total fee (37 CFR 3.41).....\$ 1,690.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019

DO NOT USE THIS SPACE

9. Signature.
Christopher Dore
Name of Person Signing

Christopher Dore 12/23/2003
Signature Date

Total number of pages including cover sheet, attachments, and document: 13

12/31/2003 ECOOPER 00000023 78210591
 01 FC:8521 40.00 OP
 02 FC:8522 1650.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002885 FRAME: 0509

Continuation of Item 4.A:

1. 78/193,337
2. 76/430,778
3. 76/229,464
4. 78/191,417

Continuation of Item 4.B:

1.	2,160,760	32.	2,238,763
2.	997,011	33.	1,119,551
3.	808,405	34.	1,268,986
4.	1,018,745	35.	2,090,644
5.	1,909,217	36.	979,830
6.	677,960	37.	1,839,891
7.	1,017,766	38.	2,708,751
8.	1,038,042	39.	2,237,152
9.	1,072,944	40.	517,386
10.	2,300,820	41.	901,195
11.	1,923,393	42.	902,276
12.	597,558	43.	902,922
13.	597,559	44.	913,521
14.	1,145,424	45.	2,362,108
15.	2,644,136	46.	905,501
16.	1,254,396	47.	908,989
17.	1,195,600	48.	1,540,183
18.	2,355,944	49.	2,306,187
19.	777,754	50.	1,582,356
20.	1,143,162	51.	1,498,388
21.	1,561,945	52.	429,377
22.	1,480,566	53.	2,026,562
23.	2,219,410	54.	1,898,736
24.	813,368	55.	1,668,326
25.	1,401,905	56.	812,918
26.	1,494,868		
27.	2,435,827		
28.	1,546,226		
29.	2,314,314		
30.	2,750,937		
31.	1,998,797		

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2003 is made between Telex Communications, Inc. a Delaware corporation (the "Grantor"), and BNY Midwest Trust Company, collateral agent (together with its successor(s) thereto, in such capacity the "Collateral Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, the Issuer, the other Grantors and the Collateral Agent, as trustee, have entered into an Indenture, dated as of November 19, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), and in connection therewith, the Issuer has issued (the "Notes Issuance") its 11½% Senior Secured Notes due 2008 (and, if applicable, its 11½% Senior Secured Notes due 2008, Series B issued in exchange therefor) (collectively, the "Notes");

WHEREAS, the Grantors have entered into that certain Credit Agreement, dated as of November 19, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement") among the financial institutions party thereto (the "Senior Lenders") as lenders and General Electric Capital Corporation as the agent (the "Agent"), pursuant to which the Senior Lenders have agreed to make certain loans and other financial accommodations to the Grantors from time to time, which Loan Agreement is referenced as the "Senior Credit Facility" under the Indenture, and the other Grantors hereto have each entered into various agreements granting Liens to the Agent for the benefit of the Senior Lenders as well;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of November 19, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, as a condition precedent to the Notes Issuance, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from proceeds of the Notes issued by the Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to acquire the Notes and maintain the

Indebtedness evidenced thereby, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule IV attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule IV attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule IV attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and

corresponding offices in other countries of the world, such registration will be completed by, and at the cost of the Grantor. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, and upon delivery to the Collateral Agent of an Officer's Certificate and an Opinion of Counsel, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Indenture and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Indenture.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case in respect of any collateral constituting Noteholder Collateral (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement, including the grantor of security interest in this Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

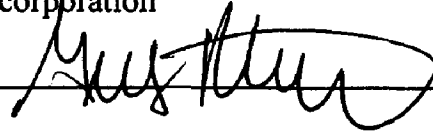
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TELEX COMMUNICATIONS, INC., a
Delaware corporation

By _____

Name:

Title:

A handwritten signature in black ink, appearing to be "Gustafson", written over a horizontal line.

BNY MIDWEST TRUST COMPANY, as

Collateral Agent

By



Name:

D.G. Donovan

Title:

AVA

Schedule IV

Trademarks

TELEX COMMUNICATIONS, INC.

Trademark Report by Active Mark

December 12, 2003

COUNTRY	FILED	APPL #	REG DATE	REG #	STATUS
5 X 5					
UNITED STATES	12/10/1973	73/008,424	9/16/1975	1,020,396	REGISTERED
ACOUSTALLOY					
UNITED STATES	5/31/1961	72/121,087	5/15/1962	731,435	REGISTERED
ARRAYSHOW					
UNITED STATES	3/31/1998	75/459,903	10/26/1999	2,289,600	REGISTERED
AUDIOCOM					
UNITED STATES	5/9/1991	74/165,077	9/8/1992	1,713,205	REGISTERED
CAMLINK					
UNITED STATES	7/14/1995	74/701,333	5/26/1998	2,160,760	REGISTERED
CARAMATE					
UNITED STATES	8/18/1972	72/433,126	10/29/1974	997,011	REGISTERED
CARDILINE					
UNITED STATES	6/1/1965	72/220,086	5/17/1966	808,405	REGISTERED
CDP					
UNITED STATES	8/22/1974	73/030,211	8/26/1975	1,018,745	REGISTERED
CLASSMATE					
UNITED STATES	2/14/1994	74/489,291	8/1/1995	1,909,217	REGISTERED
COBRE FLEX (STYLIZED)					
UNITED STATES	12/19/1956	72/021,342	5/5/1959	677,960	REGISTERED
COPIER I					
UNITED STATES	4/14/1975	73/018,238	8/5/1975	1,017,766	REGISTERED
COPIER II					
UNITED STATES	10/28/1975	73/067,082	4/13/1976	1,038,042	REGISTERED
COPIER IV					

COUNTRY	FILED	APPL #	REG DATE	REG #	STATUS
UNITED STATES	3/18/1977	73/093,358	9/6/1977	1,072,944	REGISTERED
CRONUS					
UNITED STATES	2/4/2003	78/210,591			PENDING
DIGITEC					
UNITED STATES	3/27/1998	75/458,460	12/14/1999	2,300,820	REGISTERED
EAR-MIKE					
UNITED STATES	3/1/1994	74/495,768	10/3/1995	1,923,393	REGISTERED
ELECTRO-VOICE					
UNITED STATES	1/26/1953	71/641,281	11/2/1954	597,558	REGISTERED
ELECTRO-VOICE PLASMA					
UNITED STATES	7/31/2003	78/281,342			PENDING
EV & DESIGN (CIRCLE DESIGN)					
UNITED STATES	1/26/1953	71/641,282	11/2/1954	597,559	REGISTERED
EV (STYLIZED)					
UNITED STATES	4/4/1979	73/210,221	1/6/1981	1,145,424	REGISTERED
EVID					
UNITED STATES	2/8/2001	76/207,386	10/29/2002	2,644,136	REGISTERED
EVM					
UNITED STATES	3/22/1982	73/355,943	10/18/1983	1,254,396	REGISTERED
EZDAISY					
UNITED STATES	11/15/2002	78/185,393			PENDING
FORCE					
UNITED STATES	2/17/1981	73/297,130	5/18/1982	1,195,600	REGISTERED
FRX					
UNITED STATES	3/31/1998	75/459,904	6/6/2000	2,355,944	REGISTERED
GIANT VOICE					
UNITED STATES	7/23/1963	72/173,546	9/29/1964	777,754	REGISTERED
GLADIATOR					
UNITED STATES	12/11/2002	78/193,337			PENDING

COUNTRY	FILED	APPL #	REG DATE	REG #	STATUS
INCREMENTAL POWER					
UNITED STATES	6/26/1978	73/176,164	12/16/1980	1,143,162	REGISTERED
MAGNABYTE					
UNITED STATES	1/9/1989	73/773,620	10/24/1989	1,561,945	REGISTERED
MANIFOLD TECHNOLOGY					
UNITED STATES	1/22/1987	73/641,097	3/15/1988	1,480,566	REGISTERED
MATINEE					
UNITED STATES	7/15/2002	76/430,778			ALLOWED
MERLIN					
UNITED STATES	10/17/1996	75/183,242	1/19/1999	2,219,410	REGISTERED
MICHIGAN					
UNITED STATES	6/9/1965	72/220,750	8/23/1966	813,368	REGISTERED
NOALA					
UNITED STATES	7/12/1985	73/547,523	7/22/1986	1,401,905	REGISTERED
N/DYM					
UNITED STATES	1/22/1987	73/641,099	7/5/1988	1,494,868	REGISTERED
POLARCHOICE					
UNITED STATES	4/20/1999	75/687,127	3/13/2001	2,435,827	REGISTERED
PRO & STAR DESIGN (OLD LOGO)					
UNITED STATES	11/7/1988	73/762,208	7/4/1989	1,546,226	REGISTERED
PRO ANNOUNCE SYSTEM (STYLIZED)					
UNITED STATES	3/23/2001	76/229,464			ALLOWED
PRO STAR					
UNITED STATES	1/6/1999	75/616,327	2/1/2000	2,314,314	REGISTERED
PRO-ANNOUNCE					
UNITED STATES	2/21/2001	76/214,012	8/12/2003	2,750,937	REGISTERED
REPLICA					
UNITED STATES	2/23/1995	74/638,270	9/3/1996	1,998,797	REGISTERED

COUNTRY	FILED	APPL #	REG DATE	REG #	STATUS
RMD					
UNITED STATES	2/18/1998	75/436,134	4/13/1999	2,238,763	REGISTERED
ROAD-KING					
UNITED STATES	12/29/1977	73/153,695	6/5/1979	1,119,551	REGISTERED
RTS SYSTEMS					
UNITED STATES	12/20/1982	73/406,462	3/6/1984	1,268,986	REGISTERED
SCHOLAR					
UNITED STATES	12/5/2002	78/191,417			ALLOWED
SELECT					
UNITED STATES	2/27/1996	75/064,289	8/26/1997	2,090,644	REGISTERED
SENTRY					
UNITED STATES	3/27/1972	72/417,422	3/5/1974	979,830	REGISTERED
SOUND-MATE					
UNITED STATES	12/2/1992	74/335,998	6/14/1994	1,839,891	REGISTERED
SPINWISE					
UNITED STATES	12/17/2001	76/350,014	4/22/2003	2,708,751	REGISTERED
SPREAD THE WORD					
UNITED STATES	7/24/1996	75/143,772	4/6/1999	2,237,152	REGISTERED
TELEX					
UNITED STATES	12/26/1947	71/545,559	11/8/1949	517,386	REGISTERED
UNITED STATES	4/1/1969	72/323,386	10/20/1970	901,195	REGISTERED
UNITED STATES	10/31/1969	72/342,332	11/10/1970	902,276	REGISTERED
UNITED STATES	4/1/1969	72/323,385	11/24/1970	902,922	REGISTERED
UNITED STATES	5/28/1970	72/361,184	6/8/1971	913,521	REGISTERED
UNITED STATES	7/15/1999	75/752,123	6/27/2000	2,362,108	REGISTERED
TELEX & DESIGN					
UNITED STATES	10/30/1969	72/342,188	1/5/1971	905,501	REGISTERED
UNITED STATES	10/30/1969	72/342,187	3/2/1971	908,989	REGISTERED
UNITED STATES	3/16/1987	73/649,519	5/23/1989	1,540,183	REGISTERED
THE SOUND OF EXPERIENCE					

COUNTRY	FILED	APPL #	REG DATE	REG #	STATUS
UNITED STATES	1/6/1999	75/616,326	1/4/2000	2,306,187	REGISTERED
TURNER					
UNITED STATES	6/15/1989	73/806,765	2/13/1990	1,582,356	REGISTERED
U & DESIGN					
UNITED STATES	8/26/1987	73/680,705	8/2/1988	1,498,388	REGISTERED
UNIVERSITY (STYLIZED)					
UNITED STATES	5/14/1946	71/502,091	4/29/1947	429,377	REGISTERED
UNIVERSITY SOUND					
UNITED STATES	8/1/1995	74/709,246	12/31/1996	2,026,562	REGISTERED
UNITED STATES	5/13/1994	74/527,301	6/13/1995	1,898,736	REGISTERED
VARI INTENSE & DESIGN					
UNITED STATES	10/1/1990	74/101,921	12/17/1991	1,668,326	REGISTERED
VARIABLE-D					
UNITED STATES	11/25/1964	72/206,927	8/16/1966	812,918	REGISTERED