

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Louis Music, Inc.		08/29/2005	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, as Administrative Agent
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78386213	ALVAREZ YAIRI
Registration Number:	2587738	A
Registration Number:	1054287	A
Registration Number:	962778	ALVAREZ
Registration Number:	1157238	ALVAREZ
Registration Number:	1003394	ALVAREZ BY KAZUO YAIRI
Registration Number:	903012	AMPEG
Registration Number:	2498380	AMPEG
Registration Number:	2666495	AURELIO SEBASTIANI
Registration Number:	2152269	AUSTIN
Registration Number:	1208181	AY
Registration Number:	2666496	CAPRICCIO
Registration Number:	1134488	CRATE
Registration Number:	1622417	K. YAIRI

OP \$540.00 78386213

Registration Number:	1180086	KARL KNILLING
Registration Number:	2686465	PERFECTION
Registration Number:	2176830	PORTAFLEX
Registration Number:	2348946	ROCKETBASS
Registration Number:	1419056	SVT
Registration Number:	2406440	TWO TONE
Registration Number:	2438518	VIVA

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergekohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sonya Szot
Signature:	/sonya szot/
Date:	08/30/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of August, 2005, by St. Louis Music, Inc., a Missouri corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, Lenders and LOUD Technologies Inc., a Washington corporation ("LOUD"), are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and LOUD by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain of its affiliates, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a lien on, security interest in, and right of set-off against Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark (other than an application to register any trademark prior to the filing under applicable law of a verified statement of use (or equivalent) for such trademark) listed on Schedule 1 annexed hereto,


together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ST. LOUIS MUSIC, INC.

By 
Its *Trustee*

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Its _____
 Emily L. Koehn

 Assistant Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
A (Stylized)	2587738	7/2/2002
AA DESIGN	1054287	12/14/1976
ALVAREZ	962778	7/3/1973
ALVAREZ	1157238	6/9/1981
ALVAREZ BY KAZUO YAIRI	1003394	1/28/1975
AMPEG	903012	11/24/1970
AMPEG	2498380	10/16/2001
AURELIO SEBASTIANI	2666495	12/24/2002
AUSTIN	2152269	4/21/1998
AY and Design	1208181	9/14/1982
CAPRICCIO	2666496	12/24/2002
CRATE	1134488	5/6/1980
K. YAIRI	1622417	11/13/1990
KARL KNILLING (Stylized)	1180086	12/1/1981
PERFECTION	2686465	2/11/2003
PORTAFLEX	2176830	7/28/1998
ROCKETBASS	2348946	5/9/2000
SVT	1419056	12/2/1986
TWO TONE	2406440	11/21/2000
VIVA	2438518	3/27/2001

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ALVAREZ YAIRI	78/386213	3/17/2004