

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Telex Communications, Inc.	11/19/2003
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11126067
Application Number:	29229647
CORRESPONDENCE DATA	
Fax Number:	(212)556-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	J. Williams / E. Wubneh
Address Line 4:	New York, NEW YORK 10036
NAME OF SUBMITTER:	J Williams, E Wubneh 5651 9631 9031
Total Attachments: 4 source=TelexPSA052305#page1.tif source=TelexPSA052305#page2.tif source=TelexPSA052305#page3.tif source=TelexPSA052305#page4.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 19, 2003 (this "Patent Security Agreement") between TELEX COMMUNICATIONS, INC., a Delaware corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement defined below ("Lenders").

WHEREAS:

- (A) Pursuant to that certain Credit Agreement dated as of November 19, 2003 (as it may be amended, restated, supplemented or otherwise in effect from time to time, the "Credit Agreement") among Grantor, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as Lenders, and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent, pursuant to which, among other things, Lenders have agreed to make a certain revolving credit facility available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other persons party thereto as "Grantors" and Agent; and
- (D) Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement.

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

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

To secure the payment of the Obligations and all present and future obligations of the Grantor (all such Obligations and other secured obligations, the "Secured Obligations"), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all its Patents and Patent Licenses to which Grantor is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3. **SECURITY AGREEMENT**

The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **TERMINATION OF THIS PATENT SECURITY AGREEMENT**


This Patent Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELEX COMMUNICATIONS, INC.,
as Grantor

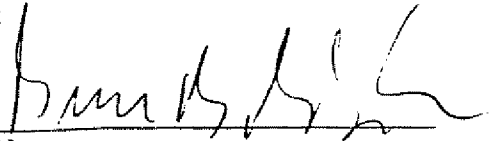
By:


Name: Gregory Richter
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:


Name:
Title: Bruce Robertson
Senior Vice President

SIGNATURE PAGE TO TELEX PATENT SECURITY AGREEMENT

Schedule I to Patent Security Agreement

UNITED STATES

29961.3200.5 SPEAKER ENCLOSURE (design) 29/229,647 05/09/2005

29961.3200.6 ADJUSTABLE MOUNTING SYSTEM FOR SPEAKER ENCLOSURES (utility) 11/126,067 05/09/2005