

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	SECURITY AGREEMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>St. Louis Music, Inc.</td> <td>08/29/2005</td> </tr> </table>		Name	Execution Date	St. Louis Music, Inc.	08/29/2005							
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St. Louis Music, Inc.	08/29/2005											
RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Merrill Lynch Capital, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>222 North LaSalle Street, 16th Floor</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60601</td> </tr> </table>			Name:	Merrill Lynch Capital, as Administrative Agent	Street Address:	222 North LaSalle Street, 16th Floor	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60601
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Street Address:	222 North LaSalle Street, 16th Floor											
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PROPERTY NUMBERS Total: 3												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Property Type</td> <td style="width: 70%; text-align: center;">Number</td> </tr> <tr> <td>Patent Number:</td> <td>4807508</td> </tr> <tr> <td>Patent Number:</td> <td>5032796</td> </tr> <tr> <td>Patent Number:</td> <td>5012199</td> </tr> </table>			Property Type	Number	Patent Number:	4807508	Patent Number:	5032796	Patent Number:	5012199		
Property Type	Number											
Patent Number:	4807508											
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Patent Number:	5012199											
CORRESPONDENCE DATA												
Fax Number: (866)459-2899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 202-783-2700 Email: pagodoa@federalresearch.com Correspondent Name: CBC Companies dba Federal Research Address Line 1: 1030 Fifteenth Street, NW, Ste 920 Address Line 2: attn: Penelope J.A. Agodoa Address Line 4: Washington, DISTRICT OF COLUMBIA 20005												
NAME OF SUBMITTER:	Penelope J.A. Agodoa											
Total Attachments: 6 source=339497#page1.tif source=339497#page2.tif												

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**PATENT**  
**REEL: 016470 FRAME: 0919**

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

St. Louis Music, Inc.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 08/29/05

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Merrill Lynch Capital, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 222 North LaSalle Street, 16th Floor

City: Chicago

State: IL

Country: USA Zip: 60601

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4807508 5032796 5012199

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 3**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Sonya Szot  
Signature

8/30/05  
Date

Sonya Szot

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 29<sup>th</sup> 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 Patents (as defined in the Security Agreement), 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 "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

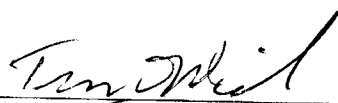
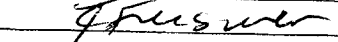
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

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

**ST LOUIS MUSIC, INC.**

By

Its

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**

Patent Security Agreement (SLM)

**PATENT**  
**REEL: 016470 FRAME: 0925**

## **SCHEDULE 1**

### **PATENTS**

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Direct Coupled Bridge Construction for Acoustic Stringed Instruments	4,807,508
Solid State Amplifier Simulating	5,032,796
Multi-Stage Musical Instrument Amplifier Having Distortion Mode	5,012,199

### **PATENT APPLICATIONS**

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
NONE		