

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
LOUD Technologies, Inc.	08/29/2005

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, as Administrative Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

PROPERTY NUMBERS Total: 33

Property Type	Number
Application Number:	60689472
Application Number:	60368626
Application Number:	60643393
Patent Number:	6009182
Patent Number:	6094495
Patent Number:	6016353
Patent Number:	5996728
Patent Number:	6118883
Patent Number:	D436603
Patent Number:	D410467
Patent Number:	D417218
Patent Number:	6868162
Patent Number:	D426231
Patent Number:	D401242
Patent Number:	D410007

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Patent Number:	D380760
Patent Number:	D435250
Patent Number:	D455731
Patent Number:	D397692
Patent Number:	D434407
Patent Number:	6259798
Patent Number:	D395654
Patent Number:	D404396
Patent Number:	D423507
Patent Number:	D439238
Patent Number:	D387351
Patent Number:	D419158
Patent Number:	D451908
Patent Number:	D451909
Patent Number:	D399208
Patent Number:	D399207
Patent Number:	D400190
Patent Number:	D419563

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBCInnovis 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: 8

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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)

LOUD Technologies 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)

60/689472
60/368626
60/643393

B. Patent No.(s)

6009182 6094495 6016353 5996728 6118883 D436603

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

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

Name: _____

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

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 33

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:


Signature

8/30/05
Date

Sonya Szot

Name of Person Signing

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

8

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

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Down-Fill Speaker for Large Scale Sound Reproduction System	6,009,182
Horn-Type Loudspeaker System	6,094,495
Large Scale Sound Reproduction System Having Cross-Cabinet Horizontal Array of Horn Elements	6,016,353
Modular Speaker Cabinet Including an Integral Rigging System	5,996,728
System for Controlling Low Frequency Acoustical Directivity and Minimizing Directivity Discontinuities During Frequency Transitions	6,118,883
Compression Driver Cover	D436,603
Digital Mixer	D410,467
Digital Mixer	D419,563
Digital Mixer (DIG8B)	D417,218
Method and Apparatus for Automatic Volume Control in an Audio System	6,868,162 B1
Mixer	D426,231
Mixer	D401,242
Mixer	D410,007
Mixer	D380,760
Mixer (1202)	D435,250
Mixer (1402)	D455,731 S
Mixer (1604 VLZ)	D397,692
Mixer (CFX)	D434,407
Passive Radiator Cooled Electronics/Heat Sink Housing for a Powered Speaker	6,259,798
Power Amplifier	D395,654
Power Amplifier	D404,396
Power Mixer Housing	D423,507
Speaker	D439,238
Speaker	D387,351
Speaker (C300)	D419,158
Speaker Basket	D451,908
Speaker Basket Design (18")	D451,909 S
User Interface	D399,208
User Interface	D399,207
User Interface	D400,190

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 29th day of August, 2005, by LOUD Technologies Inc., a Washington 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 St. Louis Music, Inc., a Missouri corporation ("SLM"), 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 SLM 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.

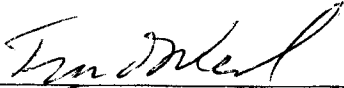

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a lien on, security interest 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.

LOUD TECHNOLOGIES INC.

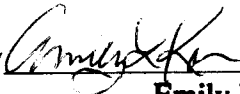
By 
Its 

Patent Security Agreement (LOUD)

PATENT
REEL: 016480 FRAME: 0680

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 (LOUD)

PATENT
REEL: 016480 FRAME: 0681

SCHEDULE 1

PATENTS

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Down-Fill Speaker for Large Scale Sound Reproduction System	6,009,182
Horn-Type Loudspeaker System	6,094,495
Large Scale Sound Reproduction System Having Cross-Cabinet Horizontal Array of Horn Elements	6,016,353
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Speaker Basket	D451,908
Speaker Basket Design (18")	D451,909 S
User Interface	D399,208
User Interface	D399,207
User Interface	D400,190

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
CONFIDENTIAL	60/689,472	6/10/2005
	60/368,626	3/28/2002
	60/643,393	1/11/2005