

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest recorded at Reel/Frame 019102/0017
CONVEYING PARTY DATA	
Name	Execution Date
Ableco Finance LLC	11/14/2008
RECEIVING PARTY DATA	
Name:	Loud Technologies Inc.
Street Address:	16220 Wood-Red Road NE
City:	Woodinville
State/Country:	WASHINGTON
Postal Code:	98072
Name:	Mackie Designs Inc.
Street Address:	16220 Wood-Red Road NE
City:	Woodinville
State/Country:	WASHINGTON
Postal Code:	98072
Name:	SIA Software Company, Inc.
Street Address:	One Main Street
City:	Whitinsville
State/Country:	MASSACHUSETTS
Postal Code:	01588
Name:	SLM Holding Corp.
Street Address:	16220 Wood-Red Road NE
City:	Woodinville
State/Country:	WASHINGTON
Postal Code:	98072
Name:	St. Louis Music, Inc.
Street Address:	1400 Ferguson Avenue

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City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63133

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5998713

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 200 E. Randolph Drive
 Address Line 2: Kirkland & Ellis LLP
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38233-371 RMP
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NAME OF SUBMITTER:	Renee M. Prescan
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Total Attachments: 5
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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
AND PATENT COLLATERAL**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "Partial Release") is made as of November 14th, 2008 ("Effective Date") by **Ableco Finance LLC**, a Delaware limited liability company, with an office at 299 Park Avenue, 23rd Floor, New York, New York 10171, in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity, "Collateral Agent").

WHEREAS, reference is made to (i) that certain Financing Agreement dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"; Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Financing Agreement), by and among Loud Technologies Inc., a Washington corporation ("Parent"), Martin Audio Holdings Limited (formerly known as Grace Acquisitionco Limited), a company incorporated under the laws of England and Wales with registered number 06078534, each subsidiary of Parent listed on the signature pages thereto, the lenders from time to time party thereto, and the Collateral Agent, and (ii) that certain Security Agreement, dated March 30, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") among the grantors listed on the signature pages thereof and those additional entities that thereafter became parties thereto (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor") and Collateral Agent;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Grantors executed and delivered to Collateral Agent that certain Trademark Security Agreement dated March 30, 2007 (the "Trademark Security Agreement") and that certain Patent Security Agreement dated March 30, 2007 (the "Patent Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantors granted to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in and to all of Grantors' right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to the terms and conditions of the Patent Security Agreement, Grantors granted to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in and to all of Grantors' right, title and interest in, to and under the Patent Collateral (as defined in the Patent Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 2, 2007 at Reel/Frame 3512/0808;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 2, 2008 at Reel/Frame 019102/0017; and

WHEREAS, the Loan Parties have requested that the Collateral Agent release its security interest in and to (a) the trademark registrations set forth on Schedule A hereto, in each

case, together with the goodwill associated therewith (the "Released Trademark Collateral") and (b) the United States patents set forth on Schedule B hereto (the "Released Patent Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation or warranty and at the Loan Parties' sole cost and expense, hereby RELEASES its security interest in and to the Released Trademark Collateral set forth on Schedule A hereto and the Released Patent Collateral set forth on Schedule B hereto. The Collateral Agent hereby agrees to take such further actions and to execute and deliver such further documents as the Loan Parties may reasonably request, and at the Loan Parties' sole cost and expense, to effect and evidence the Collateral Agent's release of its security interest in and to the Released Trademark Collateral and Released Patent Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Partial Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

ABLECO FINANCE LLC,
a Delaware limited liability company,
as the Collateral Agent

Name: 

Title: President

[SIGNATURE PAGE TO PARTIAL RELEASE]

**SCHEDULE A
TRADEMARK REGISTRATIONS**

Mark	Jurisdiction	Registration No.	Registration Date
AURELIO SEBASTIANi	United States	2666495	12/24/2002
AUSTIN	United States	2152269	4/21/1998
CAPRICCIO	United States	2666496	12/24/2002
KARL KNILLING	United States	118086	12/1/1981
PERFECTION	United States	2686465	2/11/2003
VIVA	United States	2438518	3/27/2001
VIVA	Canada	564917	7/18/2002
KNILLING	European Community	004409124	3/31/2006

**SCHEDULE B
U.S. PATENTS**

Patent No.	Issue Date	Title
5,998,713	12/7/1999	Tuning peg