

09-08-1999



RECEIVED

Docket No.: 29961/3

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101137124

Attached original documents or copy thereof.

1. Name of conveying party(ies):
The Chase Manhattan Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **New York**
 Other _____

Additional names(s) of conveying party(ies) Yes No

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

Name: **Telex Communications, Inc.**

Internal Address: _____

Street Address: **9600 Aldrich Avenue South**

City: **Minneapolis** State: **MN** ZIP: **55420**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance: **9-3-99**

Assignment Merger
 Security Agreement Change of Name
 Other **Notice of Release of Security Interest/Trademarks**

Execution Date: **August 18, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,921,764
993,733

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

Name: **Gregory P. Kaihoi**

Internal Address: **1100 International Centre**

Street Address: **900 Second Avenue South**

City: **Minneapolis** State: **MN** ZIP: **55402**

6. Total number of applications and registrations involved:..... **Two**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

06-1910

09/07/1999 DNGUYEN 00000339 1921764

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

65E

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory P. Kaihoi *Greg Kaihoi* **9/1/99**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

9

**NOTICE OF RELEASE OF
SECURITY INTEREST IN PATENTS AND TRADEMARKS**

WHEREAS, by (i) the Patent and Trademark Security Agreement, dated as of May 6, 1997, (the "Original Security Agreement"), as amended and supplemented by Supplement No. 1 to Patent and Trademark Agreement, dated as of February 2, 1998 (the "Amended Security Agreement"), between TELEX COMMUNICATIONS, INC. (the "Company"), TELEX COMMUNICATIONS GROUP, INC. ("Holdings") (together with the Company, the "Obligors"), MORGAN STANLEY SENIOR FUNDING, INC., as Documentation Agent (the "Documentation Agent"), and THE CHASE MANHATTAN BANK, as agent (the "Agent") for the Lenders parties to that certain Credit Agreement, dated as of May 6, 1997 (the "Original Credit Agreement"), as amended by the amendments dated as of February 2, 1998 and December 23, 1998 (as amended, the Amended Credit Agreement, and together with the Original Security Agreement, the Amended Security Agreement and the Original Credit Agreement, the "Chase Credit Documents"), among the Company, Holdings, the Agent, the Documentation Agent and the Lenders (as such terms are defined in the Original Credit Agreement), and (ii) the Guarantee and Collateral Agreement, dated as of May 6, 1997, and as amended and supplemented from time to time, by the Company and Holdings in favor of the Agent the Obligors granted to the Agent a security interest in the Obligors' right, title and interest in, to and under the Collateral (as defined in the Amended Security Agreement), including the Obligors' right, title and interest in, to and under the patents set forth in Schedule 1 annexed hereto (the "Patents"), the trademarks set forth in Schedule 2 annexed hereto, the goodwill associated therewith and the trademark registrations therefor (the "Trademarks").

WHEREAS, the parties desire to provide a document suitable for recording in the PTO for purposes of recording the release, relinquishment and discharge by the Agent of its security interest in the Patents and Trademarks;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the provisions of the Chase Credit Documents, the Agent for itself and on behalf of the Lenders hereby relinquishes, releases and discharges its and their security interest in the Patents and the Trademarks, together with the goodwill associated with the Trademarks, created pursuant to the Chase Credit Documents, and any right, title or interest of the Agent and the Lenders in, to and under the Patents and Trademarks pursuant to the Chase Credit Documents shall hereby cease and become void.

At any time and from time to time after the date hereof, the Agent shall, at the request and expense of the Obligors, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release any and all interest of the Agent and the Lenders in the Patents and Trademarks.

IN WITNESS WHEREOF, the undersigned has caused this Notice of Release of Security Interest in Patents and Trademarks to be duly executed as of August 18, 1999.

THE CHASE MANHATTAN BANK

By: 

Name: Jonathan E. Twichell

Title: Vice President

STATE OF ILLINOIS)

: ss.:

COUNTY OF COOK)

On this 18th day of August, 1999, before me personally came

Jonathan E. Twichell, to me known, who being by me duly sworn, did depose and say

that he resides at Cook County, IL.; that he is the Vice President of

THE CHASE MANHATTAN BANK, the corporation described in and which executed

the above instrument, with full authority to do so.



Notary Public



SCHEDULE 1

U.S. PATENTS AND PATENT APPLICATIONS

<u>Number</u>	<u>Issue Date</u>	<u>Title</u>
4,604,628	8/5/86	Parasitic Array with Driven Sleeve Element

SCHEDULE 2

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
hy-gain	1,921,764	9/26/95
hy-gain (and design)	993,733	9/24/74 (renewed 9/24/94)