

04-24-2003



102430091

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

4/24/03

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MACKIE DESIGNS INC.

- Individual(s)
- General Partnership
- Corporation-State Washington
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION (FL)

Internal as Agent

Address: _____

Street Address: 777 Brickell Avenue

City: Miami State: FL Zip: 33131

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/31/03

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

A. Trademark Application No.(s) _____

SEE EXHIBIT A

B. Trademark Registration No.(s) _____

SEE EXHIBIT A

Additional number(s) attached Yes No

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

Name: Helen M. Linehan

Internal Address: _____

Otterbourg, Steindler, Houston & Rosen P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: _____

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan
Name of Person Signing

Helen M. Linehan
Signature

4/23/03
Date

32

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/24/2003 GTON11 00000120 2035113

01 FC:8521 40.00 DP
02 FC:8522 375.00 DP

TRADEMARK
REEL: 002716 FRAME: 0818

EXHIBIT A
TO
TRADEMARK RECORDATION COVER SHEET

TRADEMARK REGISTRATION NOS.	TRADEMARK APPLICATION NOS.
2,035,113	76/060,509
2,033,529	76/391,340
2,286,276	
2,384,538	
2,319,713	
2,242,780	
2,015,046	
2,017,111	
2,377,898	
2,090,377	
2,245,993	
2,305,886	
2,276,537	
1,999,694	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 31, 2003, is by and between MACKIE DESIGNS INC., a Washington corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as agent ("Secured Party"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in

and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would

accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to the Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party in writing to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision

thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than 30 days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default (as defined in the Loan Agreement) or Event of Default (as hereinafter defined) shall exist or have occurred as of such time. Debtor shall notify Secured

Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. To Debtor's knowledge, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party in writing, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys'

fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and any Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property

in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provisions contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following

addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Mackie Designs Inc.
16220 Woodinville-Redmond Rd., N.E.
Attention: Chief Financial Officer
Telephone No.: 425-487-4335
Telecopy No.: 425-483-6595

with a copy to: Sun Capital Partners Management, LLC
5355 Town Center Road, Suite 802
Boca Raton, Florida 33486
Attention: Marc J. Leder,
Rodger R. Krouse and
C. Deryl Couch, Esq.
Telephone No.: 561-394-0550
Telecopier No.: 561-394-0540

with a copy to: Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois
Attention: Francesco Penati, Esq.
Telephone No.: 312-861-2000
Telecopier No.: 312-861-2200

If to Secured Party: Congress Financial Corporation
(Florida)
777 Brickell Avenue
Miami, Florida 33131
Attention: Portfolio Manager
Telephone No.:305-371-6671
Telecopy No.:305-371-9456

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as

amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

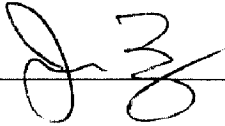
(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

(g) Upon payment and satisfaction in full of the Obligations and the termination of the Financing Agreements and upon Debtor's written request and at Borrowers' and Debtor's expense, Secured Party shall promptly deliver the Collateral to Debtor which has not been used or applied towards payment of the Obligations and shall execute such documents and instruments necessary to release the Secured Party's lien on the Collateral.

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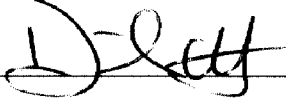
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MACKIE DESIGNS INC.

By:  _____

Title: PRESIDENT + CEO

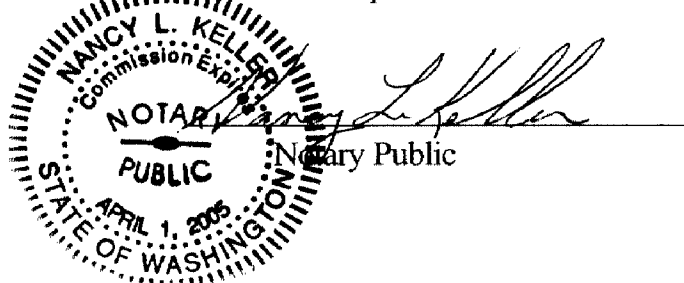
CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Agent

By:  _____

Title: Sr. Vice-President

STATE OF WA)
) ss.:
COUNTY OF King)

On the 21 day of March, 2003, before me personally came J Engen, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CEO of MACKIE DESIGNS INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.



STATE OF)
) ss.:
COUNTY OF)

On this ___ day of _____, 2003, before me personally came _____, to me known, who being duly sworn, did depose and say, that she/he is the _____ of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, 2003, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of MACKIE DESIGNS INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of March, 2003, before me personally came Daniel Cott, to me known, who being duly sworn, did depose and say, that he is the Sr. Vice-President of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01L16047897
Qualified in New York County
Commission Expires Sept. 18, 2006 *16*

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

See Exhibit A Attached Hereto

Mackie Designs Inc.

Active Trademarks

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
24-8 Configuration	USA	74/729,218	9/13/95	2,035,113	2/4/97	IC9	MADE-2-0024929
24-8 Configuration) Miscellaneous Design	Italy	RM97C005868	12/1/97	785510	8/4/99	IC9	MADE-2-0024731
32-8 Configuration	USA	74/728,578	9/13/95	2,033,529	1/28/97	IC9	MADE-2-0024930
d&b (stylized)	Japan	1998-16793	3/3/98	4283496	6/1/99	IC9	MADE-2-0024775
D8B (design)	USA	75/358,287	9/17/97	2,286,276	10/12/99	IC9	MADE-2-0024931
d8b (stylized)	Argentina	2 132 872	2/23/98	1,727,484	3/26/99	IC9	MADE-2-0024283
	Australia	756280	3/2/98	756280	9/8/98	IC9	MADE-2-0024295
	China	9800017335	3/3/98	1288790	6/28/99	IC9	MADE-2-0024653
	Hong Kong	2261/98	2/25/98	B12880/1998	12/9/98	IC9	MADE-2-0024698
	Mexico	323,453	2/23/98	578,747	6/8/98	IC9	MADE-2-0024799
	Russian Federation	98703552	3/3/98	179719	9/20/99	IC9	MADE-2-0024854
	Switzerland	01515/1998	2/25/98	453112	9/17/97	IC9	MADE-2-0024900
d&b (stylized)	Community	00763961	2/26/98	00763961	9/29/99	IC9	MADE-2-0024670
HUI	Canada	870,424	2/26/98	517,468	10/1/99	IC9	MADE-2-0024640
	China	9800017338	3/3/98	1288786	6/28/99	IC9	MADE-2-0024654
	Community	763623	2/26/98	763623	5/17/99	IC9	MADE-2-0024526
	Mexico	323,455	9/3/97	574,713	3/31/98	IC9	MADE-2-0024797
	Switzerland	01514/1998	2/25/98	453076	9/3/97	IC9	MADE-2-0024901
HUI HUMAN USER INTERFACE	Switzerland	06687/1998	8/14/98	458665	8/14/98	IC9	MADE-2-0024902

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
hui HUMAN USER INTERFACE (figurative mark)	Community	000907782	8/17/98	000907782	1/3/00	IC9	MADE-2-0026105
HUMAN USER INTERFACE & HUI (Stylized)	Hong Kong	10838/98	8/14/98	1432/2000	1/21/00	IC9	MADE-2-0024700
HUMAN USER INTERFACE and HUI (stylized)	Argentina	2169838	8/14/98	1762005	11/16/99	IC9	MADE-2-0024282
	Australia	771251	8/25/98	771251	2/12/99	IC9	MADE-2-0024296
	China	9800095096	8/20/98	1426474	7/28/00	IC9	MADE-2-0024655
	South Korea	98-20866	8/18/98	455190	9/20/99	IC9	MADE-2-0024879
HUMAN USER INTERFACE and HUI (stylized) (design)	USA	75.445.361	3/5/95	2.384.538	9/12/00	IC9	MADE-2-0024935
HUMAN USERS INTERFACE HUI and Design	Mexico	344,332	8/19/98	594,028	11/26/98	IC9	MADE-2-0024798
MACKIE	Argentina	2.133.504	2/25/98	1.846.481	10/4/01	IC9	MADE-2-0024285
	Austria	AM 3425/95	6/20/95	159.496	8/29/95	IC9 IC16	MADE-2-0024289
	Bolivia	026461	8/11/95	62595-C	11/21/96	IC9	MADE-2-0024629
	Bolivia	026457	8/11/95	62597-C	11/21/96	IC16	MADE-2-0024630
	Brazil	818976837	12/14/95	818976837	12/26/00	IC9	MADE-2-0024174
	Bulgaria	37738	3/8/95	28093	7/3/96	IC9 IC16	MADE-2-0024634
	Canada	799,940	12/14/95	486,583	12/9/97		MADE-2-0024643
	Canada	870,718	2/27/98	541,987	3/7/01		MADE-2-0024644
	Chile	319.359		465.451	8/7/96	IC9 IC16	MADE-2-0024648
	China	960034427	2/29/96	1048289	7/7/97	IC9	MADE-2-0024656
	China	960034428	2/29/96	1057032	7/21/97	IC16	MADE-2-0024657

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Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Community	000763953	2/26/98	00763953	5/17/99	IC9	MADE-2-0024671
Community	000972828	10/30/98	972828	3/27/00	IC9	MADE-2-0024672
Croatia	Z951512A	10/18/95	Z951512	4/23/99	IC9 IC16	MADE-2-0024666
Czech Republic	0-102301	7/25/95	199497	4/29/97	IC9 IC16	MADE-2-0024676
Denmark	VA 1995 04560	6/16/95	VR 1997 01729	4/18/97	IC9 IC16	MADE-2-0024679
Ecuador	60035	8/17/95	692.97	3/26/97	IC9	MADE-2-0024688
Ecuador	60034	8/17/95	691.97	3/26/97	IC16	MADE-2-0024689
Estonia	9501398	6/29/95	27149	10/21/98	IC9 IC16	MADE-2-0024685
France	95-576920	6/21/95	95-576920	6/21/95	IC9 IC16	MADE-2-0024693
Germany	39525147	6/20/95	39525147	8/2/96	IC9 IC16	MADE-2-0026143
Guatemala	96/2865	4/19/96	92212	8/24/98	IC16	MADE-2-0024755
Guatemala	96/2866	4/19/96	92499	11/16/98	IC9	MADE-2-0024757
Honduras	3458-96	4/1/96	67221	1/24/97	IC9	MADE-2-0024758
Hong Kong	2461/98	2/27/98	11836/1989	9/24/99	IC9	MADE-2-0024701
Hong Kong	3379/98	3/18/98	5199/1999	4/29/99	IC9	MADE-2-0024702
Hong Kong	7541/1995	6/21/95	2322/2000	2/3/00	IC9	MADE-2-0024703
Hungary	M950206	7/21/95	147.397	10/22/97	IC9 IC16	MADE-2-0024711
India	1000765	4/2/01			IC9	MADE-2-0024720
India	1000766	4/2/01			IC16	MADE-2-0024721
Indonesia	380391	11/15/95	380391	8/15/97	IC9	MADE-2-0024725
Ireland	95/6126	9/5/95	171372	5/19/97	IC9	MADE-2-0024727
Ireland	612795	9/5/95	171373	5/19/97	IC16	MADE-2-0024728

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Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Israel	99355	6/27/95	99355	12/3/96	IC9	MADE-2-0024715
Israel	99356	6/27/95	99356	12/3/96	IC16	MADE-2-0024716
Jamaica	9/1726	7/19/95	29,579	3/5/98	IC9	MADE-2-0024760
Jamaica	16/1973	7/21/95	30,071	4/13/98	IC16	MADE-2-0024761
Jordan	41145	4/22/96	10016	12/18/96	IC9	MADE-2-0024781
Jordan	41927	4/22/96	11251	2/5/97	IC16	MADE-2-0024782
Lithuania	95-1989	7/21/95	30627	7/21/98		MADE-2-0024789
Malaysia	96/01073	1/27/96			IC9	MADE-2-0024792
Mexico	242,120	8/31/95	508,222	10/26/95	IC9	MADE-2-0024802
Mexico	326,392	3/18/98	576,447	5/15/98	IC9	MADE-2-0024803
Mexico	323,911	2/26/98	586,397	8/31/98	IC9	MADE-2-0024804
Netherlands Antilles	18681	6/21/95	01277	8/2/95	IC9 IC16	MADE-2-0024814
New Zealand	252482	8/16/95	252482	6/9/98	IC16	MADE-2-0024820
New Zealand	252481	8/16/95	252481	6/9/98	IC9	MADE-2-0024821
Nicaragua	9600362	1/30/96	32,458	11/13/96	IC9	MADE-2-0024823
Norway	953762	6/20/95	185442	10/2/97	IC9 IC16	MADE-2-0024827
Panama	079098	1/16/96	79098	4/11/97	IC9	MADE-2-0024838
Panama	079102	1/16/96	79102	4/11/97	IC16	MADE-2-0024839
Peru	285146	11/21/95	023875	3/5/96	IC9	MADE-2-0024843
Romania	35844	7/24/95	24040	7/24/95	IC9 IC16	MADE-2-0024847
Russian Federation	95709794	8/31/95	148533	12/16/96	IC9 IC16	MADE-2-0024862
Slovenia	Z-95 70958	7/28/95	9570958	3/10/97	IC9 IC16	MADE-2-0024868
South Korea	95-31678	8/16/95	364415	6/9/97	IC52	MADE-2-0024882

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Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
South Korea	98-5829	3/2/98	445297	3/27/99	IC9	MADE-2-0024884
Spain	1972811	6/22/95	1972811	1/5/96	IC9	MADE-2-0024890
Spain	1987757	9/29/95	1987757	3/5/96	IC16	MADE-2-0024891
Spain	1972810	6/22/95	1972810	1/5/96	IC9	MADE-2-0025494
Switzerland	9204/1995.4	7/24/95	431535	11/28/96	IC9 IC16	MADE-2-0024903
Trinidad & Tobago	24616	10/3/95	24616	1/16/97	IC9	MADE-2-0024918
Trinidad & Tobago	24617	10/3/95	24617	1/23/97	IC16	MADE-2-0024919
United Kingdom	2024868	6/22/95	2024868	3/7/97		MADE-2-0024748
Uruguay	279705	7/28/95	279705	5/27/98	IC9 IC16	MADE-2-0024922
Argentina	1.991.731	7/25/95	1.842.427	8/31/01	IC9	MADE-2-0024284
Australia	664702	6/22/95	664702	6/22/95	IC9 IC16	MADE-2-0024297
Benelux	850310	6/20/95	585254	11/4/96	IC9 IC16 IC6	MADE-2-0024813
Brazil	820532185	3/3/98			9.35 9.55 9.80	MADE-2-0024175
China	9800017337	3/3/98			IC9	MADE-2-0023798
China	9800025930	3/25/98			IC9	MADE-2-0023799
Costa Rica	98289	11/21/95	96397	8/20/96	IC9	MADE-2-0024664
Finland	954570	8/10/95	200255	4/30/96	IC9 IC16	MADE-2-0024527
Greece	125067	7/5/95	125067	12/17/97	IC9 IC16	MADE-2-0024752
Iceland	896/1995	7/18/95	479/1996	5/28/96	IC9 IC16	MADE-2-0024713

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Country

Appln. No.

Filing Date

Reg. No.

Reg. Date

Int'l Class

Docket No.

Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Italy	RM95C003060	6/23/95	7/14789	6/18/97	IC9 IC16	MADE-2-0024735
Japan	1995-78491	7/31/95	4378055	4/21/00	IC9	MADE-2-0026087
Latvia	M-95-1269	8/15/95	M 41 622	8/20/98	IC9 IC16	MADE-2-0024785
Pakistan	134848	3/20/96			IC9	MADE-2-0024836
Portugal	311655	7/24/95	311655	6/3/96	IC9 IC16	MADE-2-0024844
Russian Federation	98703574	3/3/98	182277	12/3/99	IC9	MADE-2-0024859
Russian Federation	98704399	3/18/98	184243	2/2/00	IC9	MADE-2-0024861
Singapore	7334/95	8/8/95	T95/07334Z	8/8/95	IC9	MADE-2-0024866
South Africa	9507887	6/20/95	9507887	5/6/98	IC16	MADE-2-0024874
South Africa	9507886	6/20/95	957886	6/1/98	IC9	MADE-2-0024875
South Korea	95-31676	8/16/95	365346	6/16/97	IC39	MADE-2-0024885
Sweden	95-07230	6/20/95	317 116	9/20/96	IC9 IC16	MADE-2-0024895
Switzerland	01693/1998	3/3/98	454.116	3/3/98	IC9	MADE-2-0024905
Taiwan	8438225	7/29/95	750899	3/1/97	IC9	MADE-2-0024909
Taiwan	8438226	7/29/95	749285	2/16/97	IC16	MADE-2-0024910
Thailand	291363	8/17/95	KOR46862	8/17/95	IC9	MADE-2-0024914
Thailand	291364	8/17/95	KOR43442	8/17/95	IC16	MADE-2-0024915
USA	75/351,302	9/3/97	2,319,713	2/15/00	IC9	MADE-2-0024936
USA	75/453,587	3/20/98	2,242,780	5/4/99	IC9	MADE-2-0024937
USA	74/688,124	6/14/95	2,015,046	11/12/96	IC 9 IC 16	MADE-2-0024938
Venezuela	14723-95	9/22/95	P-195-001	7/3/97	IC9	MADE-2-0024925

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
MACKIE.	Vietnam	24451	8/23/95	20722	5/11/96	IC9 IC16	MADE-2-0024927
Miscellaneous Design (24-8 3D Configuration)	Italy	RM97C005869	12/1/97	785511	8/4/99	IC9	MADE-2-0024732
Miscellaneous Design (24-8 configuration)	Benelux	903210	10/21/97	615341	4/1/98	IC9	MADE-2-0024622
Miscellaneous Design (32-8 Configuration)	Benelux	902111	10/21/97	615342	4/1/98	IC9	MADE-2-0024623
	Italy	RM97C005870	12/1/97	785512	8/4/99	IC9	MADE-2-0024733
	Italy	RM97C005871	12/1/97	785513	8/4/99	IC9	MADE-2-0024734
Running Man (Design - Right Side)	USA	74/688,125	6/14/95	2,017,111	11/19/96	IC9 IC16	MADE-2-0024951
Running Man (Design left side)	Italy	RM95C003061	6/23/95	732371	10/27/97	IC9 IC16	MADE-2-0024736
Running Man (Design) (Left Side)	South Africa	9507888	6/20/95	95/07888	3/23/98	IC9	MADE-2-0024888
Running Man (Design) (left side)	Argentina	1.991.729	7/25/95	1.601.442	5/27/96	IC16	MADE-2-0024288
	Mexico	323,910	2/22/99	649,143	3/31/00	IC9	MADE-2-0024800
	Singapore	7332/95	8/8/95	7332/95	8/8/95	IC16	MADE-2-0024865
	Slovenia	Z-95 70959	7/28/95	9570959	3/10/97	IC9 IC16	MADE-2-0024869
	South Africa	9507889	6/20/95	95/07889	3/23/98	IC16	MADE-2-0024873
	Taiwan	8438227	7/29/95	763113	6/1/97	IC9	MADE-2-0024911
	Taiwan	8438228	7/29/95	757988	4/16/97	IC16	MADE-2-0024912
	Thailand	291366	8/17/95	KOR43115	4/2/96	IC16	MADE-2-0024917
	Uruguay	279706	7/26/95	279706	4/29/97	IC9 IC16	MADE-2-0024923
	USA	75/351,303	9/3/97	2,377,898	8/15/00	IC9	MADE-2-0024947

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Running Man (Design) (Left Side)	Venezuela	14722-95	9/22/95	P-197-019	5/9/97	IC9	MADE-2-0024926
	Vietnam	24452	8/23/95	20999	6/12/96	IC9 IC16	MADE-2-0024928
Running Man (Design) (Left)	USA	74/688,103	6/14/95	2,090,377	8/26/97	IC9 IC16	MADE-2-0024946
Running Man (design) (right)	USA	75/453,588	3/20/98	2,245,993	5/16/99	IC9	MADE-2-0024949
Running Man (Design) left	China	960034429	2/29/96	1016770	5/28/97	IC9	MADE-2-0024658
	Community	000972844	10/30/98	000972844	3/27/00	IC9	MADE-2-0024674
	Jamaica	9/1727	7/21/95	29308	11/3/97	IC9	MADE-2-0024763
	Latvia	95-1270	8/15/95	M 41 623	8/20/98	IC9 IC16	MADE-2-0024786
	Lithuania	95-1988	7/21/95	30469	7/21/98	IC9 IC16	MADE-2-0024790
	South Korea	95-31675	8/16/95	365345	6/16/97	IC39	MADE-2-0024887
	Spain	1987759	9/29/95	1987759	3/5/96	IC16	MADE-2-0024893
	Sweden	95-7231	6/20/95	307 967	1/12/96	IC9 IC16	MADE-2-0024896
	Switzerland	01692/1998	3/3/98	454186	8/31/98	IC9	MADE-2-0024907
	Switzerland	9205/1995.6	7/24/95	431460	11/26/96	IC9 IC16	MADE-2-0024908
	Trinidad & Tobago	24619	10/3/95	24619	10/9/97	IC9	MADE-2-0024920
	Trinidad & Tobago	24618	10/3/95	24618	1/23/97	IC16	MADE-2-0024921
Running Man (Design) Left Facing	Norway	953763	6/20/95	185443	10/2/97	IC9 IC16	MADE-2-0024829
	Peru	265197	11/21/95	024021	3/7/96	IC9	MADE-2-0024842
	Portugal	311656	7/24/95	311.656	6/3/96	IC9 IC16	MADE-2-0024846

Mark

Running Man (Design) Left Facing

Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Russian Federation	95709796	8/31/95	148534	12/16/96	IC9 IC16	MADE-2-0024855
Russian Federation	98703558	3/3/98	181237	11/1/99	IC9	MADE-2-0024858
Russian Federation	98704398	3/18/98	179731	9/20/99	IC9	MADE-2-0024860
Canada	799,941	12/14/95	512,507	6/3/99		MADE-2-0024845
Canada	870,717	2/27/98	541,945	3/5/01		MADE-2-0024846
Chile	319,358		465,450	8/7/96	IC9 IC16	MADE-2-0024849
China	960034430	2/29/96	1057007	7/21/97	IC16	MADE-2-0024659
China	9800017396	3/3/98	1293763	7/14/99	IC9	MADE-2-0024660
China	9800025928	3/25/98	1296209	7/21/99	IC9	MADE-2-0024661
Community	000764001	2/26/98	000764001	5/17/99	IC9	MADE-2-0024673
Costa Rica	97987	11/21/95	96013	8/13/96	IC9	MADE-2-0024665
Croatia	Z951511A	10/18/95	Z951511A	4/11/97	IC9 IC16	MADE-2-0024667
Greece	125066	7/5/95	125067	12/17/97	IC9 IC16	MADE-2-0024753
Guatemala	96/2864	4/19/96	103416	3/21/00	IC16	MADE-2-0024754
Guatemala	96/2867	4/19/96	103424	3/21/00	IC9	MADE-2-0024756
Honduras	395/96	4/1/96	67220	1/24/97	IC9	MADE-2-0024759
Hong Kong	2460/98	2/27/98	3508/1999	3/19/99	IC9	MADE-2-0024705
Hong Kong	3380/98	3/18/98	3380/98	4/29/99	IC9	MADE-2-0024706
Hong Kong	7543/95	6/21/95	8095/96	8/27/96	IC9	MADE-2-0024707
Hong Kong	7544/95	6/21/95	8096/96	8/27/96	IC16	MADE-2-0024708
Hungary	M9502063	7/21/95	153,227	8/24/98	IC9	MADE-2-0024712
Iceland	897/1995	7/18/95	1354/1995	12/27/95	IC9 IC16	MADE-2-0024714

Running Man (Design) left side

Mark

Running Man (Design) left side

Country	Appln. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
India	691715	12/22/95			IC9	MADE-2-0024722
India	691716	12/22/95			IC16	MADE-2-0024723
Jamaica	16/1981	7/19/95	38,060	9/6/01	IC16	MADE-2-0024762
Japan	1995-78492	7/31/95	4053793	9/5/97	IC9	MADE-2-0024764
Malaysia	96/01072	1/27/96	96/01072	2/27/01	IC9	MADE-2-0024791
Mexico	326,393	3/18/98	579,281	6/26/98	IC9	MADE-2-0024801
Netherlands Antilles	18807	9/15/95	01366 (Re-Reg.)	5/16/01	IC9 IC16	MADE-2-0024815
New Zealand	252484	8/16/95	252484	4/10/97	IC16	MADE-2-0024816
New Zealand	252483	8/16/95	252483	4/16/97	IC9	MADE-2-0024817
Nicaragua	9600361	1/30/96	32,457	11/13/96	IC9	MADE-2-0024826
Panama	79101	1/16/96	79101	5/28/97	IC16	MADE-2-0024840
Panama	79098	1/16/96	79099	5/28/97	IC9	MADE-2-0024841
Romania	34843	7/24/95	24039	7/24/95	IC9 IC16	MADE-2-0024849
South Korea	98-5830	3/2/98	455189	9/20/99	IC9	MADE-2-0024883
Spain	1987758	9/29/95	1987758	3/5/96	IC9	MADE-2-0024892
United Kingdom	2024878	6/22/95	2024878	7/19/96	IC9 IC16	MADE-2-0024750
USA	75/562,113	9/30/98	2,305,886	1/4/00	IC9	MADE-2-0024948
USA	75/351,392	9/3/97	2,276,537	9/7/99	IC9	MADE-2-0024950
Singapore	7331/95	8/8/95	195/07331F	8/8/95	IC9	MADE-2-0024864
South Korea	95-31677	8/16/95	364414	6/9/97	IC52	MADE-2-0024889
Argentina	2.133.505	2/25/98	1.728.996	4/6/99	IC9	MADE-2-0024286
Argentina	1.991.730	7/25/95	1.601.443	5/27/96	IC9	MADE-2-0024287
Australia	664703	6/22/95	664703	2/18/97	IC9	MADE-2-0024294

Running Man (Design) Right Side

Running Man (Left Side)

Running Man (left side) (Design)

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Running Man (left side) (Design)	Austria	AM 3424/95	6/20/95	159,573	8/30/95	IC9 IC16	MADE-2-0024290
	Benelux	850309	6/20/95	578705	7/1/96	IC9 IC6 IC16	MADE-2-0024624
	Denmark	VA1995 04559	6/18/95	VR 1995 05746	9/1/95	IC9 IC16	MADE-2-0024680
	Ecuador	60033	8/17/95	677-97	3/26/97	IC9	MADE-2-0024690
	Ecuador	60032	8/17/95	690-97	3/26/97	IC16	MADE-2-0024691
	Estonia	9501399	6/29/95	22520	2/21/97	IC9 IC16	MADE-2-0024686
	Finland	954571	8/10/95	143319	3/5/96	IC9 IC16	MADE-2-0024697
	France	95/576921	6/21/95	95576921	6/21/95	IC9 IC16	MADE-2-0024694
	Germany	39525148.6	6/20/95	39525148	7/3/96	IC9 IC16	MADE-2-0024740
	Indonesia	383260	11/15/95	383260	8/15/97	IC9	MADE-2-0024726
	Israel	99358	6/27/95	99358	12/3/96	IC9	MADE-2-0024717
	Israel	99359	6/27/95	99359	12/3/96	IC16	MADE-2-0024718
	Thailand	219365	8/17/95	KOR49245	9/10/96	IC9	MADE-2-0024916
Running Man (left side)(Design)	Bolivia	026460	8/11/95	62596-C	11/21/96	IC9	MADE-2-0024631
	Bolivia	026458	8/11/95	62598-C	11/21/96	IC16	MADE-2-0024632
	Bulgaria	31739	3/8/95	28094	4/17/96	IC9 IC16	MADE-2-0024635
	Czech Republic	0-102302	7/25/95	199498	4/29/97	IC9 IC16	MADE-2-0024677
Running Man Design	Brazil	818976870	12/14/95	818976870	9/22/98	9.35 9.55 9.80	MADE-2-0024176

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Running Man Design	Brazil	820532193	3/3/98	820532193	11/6/01	IC9	MADE-2-0024177
RUNNING MAN Design (Left Side)	Bermuda	27290	10/23/95	27290	2/8/97	IC9	MADE-2-0024627
	Bermuda	27289	10/23/95	27289	2/8/97	IC16	MADE-2-0024628
	Ireland	95/6128	9/5/95	174006	6/30/97	IC9	MADE-2-0024729
	Ireland	95/6129	9/5/95	174007	6/30/97	IC16	MADE-2-0024730
	Mexico	242,121	8/31/95	554,788	7/31/97	IC9	MADE-2-0026138
	Pakistan	134840	3/20/96			IC9	MADE-2-0024837
TAPCO	Australia	743944	9/12/97	743944	8/19/98	IC9	MADE-2-0024292
	Brazil	820285331	9/29/97	820285331	12/14/99	9.25 9.55	MADE-2-0024179
	China	970098594	9/17/97	1273759	5/14/99	IC9	MADE-2-0024662
	Community	000643627	9/19/97	000643627	9/17/97	IC9	MADE-2-0024675
	Hong Kong	12824/97	9/6/97	9374/1999	7/22/99	IC9	MADE-2-0024709
	Japan	1997-159433	9/19/97	4244927	2/26/99	IC9	MADE-2-0024780
	South Korea	97-42660	9/8/97	420882	9/11/98	IC9	MADE-2-0024878
ULTRAMIX	Argentina	1991728	7/25/95	1,601,441	5/27/96	IC9	MADE-2-0024279
	Benelux	850313	6/20/95	572395	8/20/95	IC9	MADE-2-0024625
	Bolivia	026459	8/11/95	62609-C	11/25/96	IC9	MADE-2-0024633
	Bulgaria	31740	8/3/95	28 109	7/3/96	IC9	MADE-2-0024636
	Chile	319,360	7/25/95	465,452	12/4/96	IC9	MADE-2-0024650
	Czech Republic	0-102303	7/25/95	199499	4/29/97	IC9	MADE-2-0024678
	Denmark	VA 1995 04558	6/16/95	VR 1995 07476	3/11/95	IC9	MADE-2-0024681
	Ecuador	60031	8/17/95	689-97	3/26/97	IC9	MADE-2-0024692
	Estonia	95 01400	6/29/95	22521	2/21/97	IC9	MADE-2-0024687
	France	95/576922	6/21/95	95576922	6/21/95	IC9	MADE-2-0024695

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ULTRAMIX

Country	Appn. No.	Filing Date	Reg. No.	Reg. Date	Int'l Class	Docket No.
Germany	39525145.1	6/20/95	39525145	7/22/96	IC9	MADE-2-0024743
Greece	125065	7/5/95	125065	12/17/97	IC9	MADE-2-0024751
Japan	1995-78493	7/31/95	3365280	12/5/97	IC9	MADE-2-0024766
Latvia	95-1271	8/15/95	M 40-188	3/20/98	IC9	MADE-2-0024787
Lithuania	95-1987	7/21/95	28023	7/21/98	IC9	MADE-2-0024788
Norway	953764	6/20/95	178966	1/9/97	IC9	MADE-2-0024828
Portugal	311.657	7/14/95	311.657	6/3/96	IC9	MADE-2-0024845
Romania	35845	7/24/95	24041	7/24/95	IC9	MADE-2-0024848
Russian Federation	95708795	8/31/95	148251	11/29/96	IC9	MADE-2-0024850
Slovenia	Z-95 70960	7/28/95	9570960	7/28/95	IC9	MADE-2-0024867
South Africa	95/7890	6/20/95	95/07890	6/20/95	IC9	MADE-2-0024870
South Korea	95-31674	8/16/95	377059	10/2/97	IC39	MADE-2-0024876
Sweden	95-07232	6/20/95	311 140	4/4/96	IC9	MADE-2-0024897
Taiwan	8438229	7/29/95	739802	12/16/96	IC9	MADE-2-0024913
Uruguay	279707	7/26/95	279707	4/29/97	IC9	MADE-2-0024924
Argentina	2011501	11/30/95	1.617.926	10/7/96	IC9	MADE-2-0024278
Brazil	818976853	12/24/95	818976853	8/25/98	9.35	MADE-2-0024180
Canada	799.939		469.473	1/23/97		MADE-2-0024647
France	95/599421	11/29/95	95/599421	11/29/95	IC9	MADE-2-0024686
Germany	39549695.0	12/5/95	39549695	3/19/97	IC9	MADE-2-0024744
Italy	RM95C005942	12/20/95	721388	7/29/97	IC9	MADE-2-0024737
Japan	1995-129279	12/13/95	4047641	8/22/97	IC9	MADE-2-0024765
Spain	2001591	12/14/95	2001591	2/5/97	IC9	MADE-2-0024894
United Kingdom	2046867	11/30/95	2046867	11/30/95	IC9	MADE-2-0024746

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Mackie Designs Inc. Active Trademarks

Mark Country Appl. No. Filing Date Reg. No. Reg. Date Int'l Class Docket No.

EAW	Canada	1,093,334	2/16/01			MADEAW-2-0026132
	China				IC9	MADEAW-2-0029002
	Community	2093995	2/19/01	2093995	7/3/02	MADEAW-2-0026130
EAW & Design	Canada	1,093,333	2/16/01			MADEAW-2-0026133
	Community	2093649	2/19/01		IC9	MADEAW-2-0026131
SIA-Smaat	USA	74727,645	9/11/95	1,999,694	9/10/96	MADEAW-2-0025518
SMAART	USA	76060,509	5/31/00		IC9	MADEAW-2-0025519
SMAARTLIVE	USA	76391,340	4/4/02		IC9	MADEAW-2-0026096

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

Licenses

PARTY	AGREEMENT	DATE
Massenburg Design Works LLC	License Agreement	March 29, 1999
TC Electronic A/S	Reciprocal License Agreement	January 13, 1998
Avid Technologies Inc.	Mutual License Agreement	1997
The Bomb Factory	Sales and License Agreement	July, 1999

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that MACKIE DESIGNS INC. ("Debtor"), having an office at 16220 Woodinville-Redmond Rd., N.E., Woodinville, Washinton 98072 hereby appoints and constitutes, CONGRESS FINANCIAL CORPORATION (FLORIDA), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: March __, 2003

MACKIE DESIGNS INC.

By: _____

Title: _____

C-1

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, 2003, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of Mackie Designs Inc., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public