

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank	FORMERLY The Chase Manhattan Bank	12/17/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telex Communications, Inc.		
<b>Street Address:</b>	12000 Portland Avenue South		
<b>City:</b>	Burnsville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55337		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1414838	VECTA	
Registration Number:	1186545	DYNEX	
Registration Number:	1518679	VEGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(612)492-7266		
<b>Email:</b>	mgleason@fredlaw.com		
<b>Correspondent Name:</b>	Mary Gleason		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Mary H. Gleason		
<b>Signature:</b>	/Mary H. Gleason/		

OP \$90.00 1414838

Date:

02/03/2005

Total Attachments: 2

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## RELEASE OF SECURITY INTERESTS

This Release of Security Interests ("Agreement") is dated as of December 17, 2004 and effective as of November 19, 2003 by and between TELEX COMMUNICATIONS, INC., a Minnesota corporation ("Telex"), and JPMORGAN CHASE BANK, NA (f/k/a The Chase Manhattan Bank and subsequently, JPMorgan Chase Bank) ("Secured Party").

### RECITALS

A. Telex and the Secured Party are parties to that certain Credit Agreement dated May 6, 1997 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), by and among Telex and the Secured Party.

B. On November 19, 2003, Telex prepaid in full all amounts owed to the Secured Party and accordingly, the Credit Agreement and all associated notes were terminated (except as to such provisions of the Credit Agreement expressed to survive termination), and all liens encumbrances or other security interests on all Telex property in favor of the Secured Party were terminated and released.

C. In association with the releases, the Secured Party agreed (as the cost and expense of Telex) to deliver to Telex or its attorney, such other termination statements or other assignments or agreements, in form and substance, satisfactory to Telex as Telex may reasonably request in connection with release of the security interests; and Secured Party authorized Telex to file UCC-3 termination statements (with or without signature) and such other documents, instruments and releases with respect to any to any mortgages, liens, encumbrances or other security interests on any Telex property

D. This Agreement memorializes Secured Party's release of its security interests in Telex's intellectual property assets on November 19, 2003 and may be filed with the United States Patent and Trademark Office and any applicable offices for purposes of recording the releases.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interest. The Secured Party does (to the extent not already released) hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Telex, their successors and assigns, all security interests, liens, mortgages, charges and encumbrances on all Telex intellectual property assets at any time held by it to secure obligations under the Credit Agreement including, but not limited to, all trademarks, trademark applications and registrations, patents, and patent applications, and copyrights and copyright applications and registrations granted by Telex in favor of Secured Party pursuant to the Agreement.

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2. Further Cooperation. The Secured Party has (at the cost and expense of Telex) agreed to deliver to Telex or its attorney, such other termination statements or other assignments or agreements, in form and substance, satisfactory to the Company as Telex may reasonably request in connection with release of the security interests and authorized Telex to file UCC-3 termination statements (with or without signature) and such other documents, instruments, and releases with respect to any mortgages, liens, encumbrances or other security interests on any Telex property to evidence the releases

3. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. The Secured Party further represents and warrants that the security interests granted under or pursuant to the Agreement have not been assigned by Secured Party to any other party.

4. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

5. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

6. Governing Law. This Agreement and the actions of the parties hereunder shall in all respects be governed by the laws of the state of New York (without regard to principles of conflicts of law), except to the extent the same are governed by applicable federal law.

DEBTOR:

SECURED PARTY:

TELEX COMMUNICATIONS, INC.

JPMORGAN CHASE BANK, NA

By: Kristine L. Bruer  
Name: KRISTINE L. BRUER  
Its: VICE PRESIDENT

By: Jessie E. Atkins  
Name: Jessie E. Atkins  
Its: Managing Director

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