

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Loud Technologies Inc.		05/30/2014	CORPORATION: WASHINGTON
Martin Audio Holdings Limited	FORMERLY Grace Acquisitionco Limited	05/30/2014	a company organized under the laws of England and Wales:
St. Louis Music, Inc.		05/30/2014	CORPORATION: MISSOURI
Mackie Designs Inc.		05/30/2014	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85368293	A
Serial Number:	73060304	A
Serial Number:	74433378	ACOUSTICAL PERFORMANCE PARTNERSHIP
Serial Number:	72460585	ALVAREZ BY KAZUO YAIRI
Serial Number:	72399063	ALVAREZ
Serial Number:	78386213	ALVAREZ YAIRI
Serial Number:	76168162	AMPEG
Serial Number:	74433714	APP
Serial Number:	73330866	AY
Serial Number:	77391563	BLACKHEART
Serial Number:	74702948	CONCENTRIC PHASE ALIGNED ARRAY
Serial Number:	73175824	CRATE
Serial Number:	78222103	DSA
Serial Number:	74333116	EAW
Serial Number:	74333115	EAW

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74020763	K. YAIRI
Serial Number:	75453587	MACKIE.
Serial Number:	75351302	MACKIE.
Serial Number:	74688124	MACKIE.
Serial Number:	77754775	ONYX
Serial Number:	75322439	PORTAFLEX
Serial Number:	75317283	ROCKETBASS
Serial Number:	74688103	
Serial Number:	75453588	
Serial Number:	75351392	
Serial Number:	74688125	
Serial Number:	78207568	TAPCO
Serial Number:	74701355	HYBRID
Serial Number:	75564297	IKON
Serial Number:	74224187	M MARTIN AUDIO LONDON
Serial Number:	76345845	MARTIN AUDIO
Serial Number:	76482943	VIEWPOINT
Serial Number:	73598293	SVT

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1025
NAME OF SUBMITTER:	Scott Kareff (014951-1025)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/30/2014

Total Attachments: 10
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SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30st day of May, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ABLECO FINANCE LLC**, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Collateral Agent"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement referred to below.

W I T N E S S E T H:

WHEREAS, LOUD Technologies Inc., a Washington corporation ("Parent" or "US Borrower"), and Martin Audio Holdings Limited (f/k/a Grace Acquisitionco Limited), a company incorporated under the laws of England and Wales with registered number 06078534 ("Martin Holdings"), each subsidiary of the Parent listed on the signature pages thereto, the lenders party thereto, the Collateral Agent and Ally Commercial Finance LLC (f/k/a GMAC Commercial Finance LLC), as administrative agent for the Lenders (in such capacity, the "Existing Administrative Agent") are parties to that certain Financing Agreement, dated as of March 30, 2007 (such agreement, as amended, restated, supplemented or otherwise modified prior to the date hereof, being hereinafter referred to as the "Existing Financing Agreement");

WHEREAS, in order to induce the Agents and Lenders to enter into the Existing Financing Agreement and the other Loan Documents and to induce the Agents and the Lenders to make financial accommodations to the US Borrower and the Martin Holdings as provided for in the Existing Financing Agreement, the Grantors have entered into that certain Security Agreement, dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement"), pursuant to which each Grantor party thereto granted liens and security interests in the collateral described therein to the Collateral Agent for the benefit of the Lender Group as security for such Grantor's obligations under the Existing Financing Agreement;

WHEREAS, the parties to the Existing Financing Agreement have agreed to amend and restate the Existing Financing Agreement in its entirety pursuant to that certain Amended and Restated Financing Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"), among the US Borrower, Martin Holdings, Martin Audio Limited, a company organized under the laws of England and Wales with registered number 04824341 ("Martin Audio"), LOUD Technologies Europe Limited, a company incorporated under the laws of England and Wales with registered number 02506901 (formerly known as LOUD Technologies Europe PLC) ("Loud UK" and together with Martin Holdings and Martin Audio, the "UK Borrowers"), LOUD Technologies Canada Inc., a British Columbia corporation (the

"Canadian Borrower" and together with the US Borrower, the UK Borrowers and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and, collectively, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations, each a "Guarantor" and, collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and PNC Bank, National Association ("PNC"), as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents");

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Financing Agreement, but only upon the condition, among others, that the Grantors shall have amended and restated the Existing Security Agreement in its entirety pursuant to the Amended and Restated Security Agreement, dated as of the date hereof, made by the signatories thereto in favor of the Collateral Agent for the benefit of the Lender Group (as amended and restated, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following that constitutes Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to

the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

2. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or

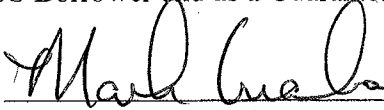
other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

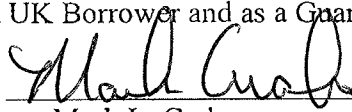
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

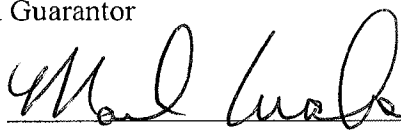
LOUD TECHNOLOGIES INC.,
a Washington corporation,
as US Borrower and as a Guarantor

By: 
Name: Mark L. Graham
Title: President and Chief Executive Officer


MARTIN AUDIO HOLDINGS LIMITED
(FORMERLY KNOWN AS GRACE
ACQUISITIONCO LIMITED),
a company organized under the laws of England and
Wales,
as a UK Borrower and as a Guarantor

By: 
Name: Mark L. Graham
Title: Director

ST. LOUIS MUSIC, INC.,
a Missouri corporation,
as a Guarantor

By: 
Name: Mark L. Graham
Title: Chief Executive Officer, President and
Secretary

MACKIE DESIGNS INC.,
a Washington corporation,
as a Guarantor

By:  _____
Name: Mark L. Graham
Title: Chief Executive Officer, President and
Secretary

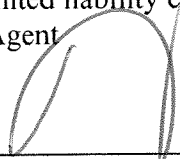
COLLATERAL AGENT:

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

By:

Name:

Title:



Daniel Wolf
President

Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
LOUD Technologies Inc.	CRATE	Canada	0836817	2/20/1997	TMA491252	3/11/1998
LOUD Technologies Inc.	EAW	Canada	1093334	2/16/2001	TMA596001	11/28/2003
LOUD Technologies Inc.	EAW AND DESIGN	Canada	1093333	2/16/2001	TMA596011	11/28/2003
LOUD Technologies Inc.	HUI	Canada	0870424	2/26/1998	TMA517468	10/1/1999
LOUD Technologies Inc.	MACKIE	Canada	0870718	2/27/1998	TMA541987	3/7/2001
LOUD Technologies Inc.	MACKIE	Canada	0799940	12/14/1995	TMA486583	12/9/1997
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE)	Canada	0870717	2/27/1998	TMA541945	3/5/2001
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE)	Canada	0799941	12/14/1995	TMA512507	6/3/1999
LOUD Technologies Inc.	TAPCO	Canada	1166230	1/28/2003	TMA659021	2/15/2006
LOUD Technologies Inc.	A (STYLIZED)	U.S.	85/368293	7/11/2011	4114433	3/20/2012
LOUD Technologies Inc.	AA AND DESIGN	U.S.	73/060304	8/12/1975	1054287	12/14/2016
LOUD Technologies Inc.	ACOUSTICAL PERFORMANCE PARTNERSHIP	U.S.	74/433378	9/3/1993	1844923	7/12/1994
LOUD Technologies Inc.	ALVAREZ	U.S.	72/460585	6/18/1973	1003394	1/28/1975
LOUD Technologies Inc.	ALVAREZ	U.S.	72/399063	8/2/1971	0962778	7/3/1973
LOUD Technologies Inc.	ALVAREZ YAIRI	U.S.	78/386213	3/17/2004	2997351	9/20/2005
LOUD Technologies Inc.	AMPEG	U.S.	76/168162	11/20/2000	2498380	10/16/2001
LOUD Technologies Inc.	APP	U.S.	74/433714	9/3/1993	1844924	7/12/1994
LOUD Technologies Inc.	AY AND DESIGN	U.S.	73/330866	10/2/1981	1208181	9/14/1982
LOUD Technologies Inc.	BLACKHEART AND DESIGN	U.S.	77/391563	2/7/2008	3498809	9/9/2008

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
LOUD Technologies Inc.	CONCENTRIC PHASE ALIGNED ARRAY	U.S.	74/702948	7/18/1995	2064453	5/27/1997
LOUD Technologies Inc.	CRATE	U.S.	73/175824	6/23/1978	1134488	5/6/1980
LOUD Technologies Inc.	DSA	U.S.	78/222103	3/5/2003	3002576	9/27/2005
LOUD Technologies Inc.	EAW	U.S.	74/333116	11/20/1992	1863529	11/22/1994
LOUD Technologies Inc.	EAW AND DESIGN	U.S.	74/333115	11/20/1992	1862288	11/15/1994
LOUD Technologies Inc.	K. YAIRI	U.S.	74/020763	1/22/1990	1622417	11/13/1990
LOUD Technologies Inc.	MACKIE	U.S.	75/453587	3/20/1996	2242780	5/4/1999
LOUD Technologies Inc.	MACKIE	U.S.	75/351302	9/3/1997	2319713	2/15/2000
LOUD Technologies Inc.	MACKIE	U.S.	74/688124	6/14/1995	2015046	11/12/1996
LOUD Technologies Inc.	ONYX	U.S.	77/754775	6/8/2009	3742088	1/26/2010
LOUD Technologies Inc.	PORTAFLEX	U.S.	75/322439	7/10/1997	2176830	7/28/1998
LOUD Technologies Inc.	ROCKETBASS	U.S.	75/317283	6/30/1997	2348946	5/9/2000
LOUD Technologies Inc.	RUNNING MAN (LEFT SIDE) ‡	U.S.	74/688103	6/14/1995	2090377	8/26/1997
LOUD Technologies Inc.	RUNNING MAN (RIGHT SIDE)	U.S.	75/453588	3/20/1998	2245993	5/18/1999
LOUD Technologies Inc. ¹	RUNNING MAN (RIGHT SIDE)	U.S.	75/351392	9/3/1997	2276537	9/7/1999
LOUD Technologies Inc.	RUNNING MAN (RIGHT SIDE)	U.S.	74/688125	6/14/1995	2017111	11/19/1996
LOUD Technologies Inc.	TAPCO	U.S.	78/207568	1/27/2003	2867955	7/27/2004
Martin Audio Limited	MARTIN AUDIO	Canada	0492091	9/14/1982	TMA287231	1/27/1984
Martin Audio Limited	MARTIN AUDIO AND DESIGN	Canada	0492628	9/24/1982	TMA287235	1/27/1984

¹ Release of security interest filed with the USPTO with respect to grant of security interest to Merrill Lynch Capital incorrectly lists U.S. Trademark Registration No. 2276527 as being released.

Grantor	Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
Martin Audio Limited	MARTIN AUDIO LONDON AND DESIGN	Canada	0495443	11/26/1982	TMA300698	3/8/1985
Martin Audio Limited	OMNILIVE	International Registration 04 U.S.	79/099014	4/14/2011	1081681	4/14/2011
Martin Audio Limited	MLA	International Registration 05 U.S.	79/081681	3/8/2010	3976584	6/14/2011
Martin Audio Limited	OMNILINE	International Registration 06 U.S.	79/043933	8/22/2007	3454117	6/24/2008
Martin Audio Limited	HYBRID	U.S.	74/701355	7/14/1995	2211372	12/15/1998
Martin Audio Limited	IKON (STYLIZED)	U.S.	75/564297	10/2/1998	2807598	1/27/2004
Martin Audio Limited	M MARTIN AUDIO LONDON AND DESIGN	U.S.	74/224187	11/22/1991	1758071	3/16/1993
Martin Audio Limited	MARTIN AUDIO	U.S.	76/345845	12/7/2001	2822109	3/16/2004
Martin Audio Limited	VIEWPOINT	U.S.	76/482943	1/16/2003	2996328	9/20/2005
St. Louis Music Inc.	AMPEG AND DESIGN	Canada	0571847	10/28/1986	TMA337551	2/26/1988
LOUD Technologies, Inc.	SVT	U.S.	73/598293	5/12/1986	1419056	12/2/1986
St. Louis Music, Inc.	AMPEG	Canada	0836819	2/20/1997	TMA515973	8/31/1999