UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report: February 1, 2016
(Date of earliest event reported)

Turtle Beach Corporation
(Exact name of registrant as specified in its charter)

Nevada	001-35465	27-2767540
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

100 Summit Lake Drive, Suite 100
Valhalla, New York 10595
(Address of principal executive offices)

914-345-2255
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

Loan Amendments

On February 1, 2016, Turtle Beach Corporation, a Nevada corporation (the "Company"), entered into an amendment (the "February ABL Amendment") to its Loan, Guaranty and Security Agreement, dated March 31, 2014 (as amended, the "ABL Agreement"), by and among the Company, Voyetra Turtle Beach, Inc., ("Voyetra" and together with the Company, the "US Borrowers"), Turtle Beach Europe Limited ("TB Europe" and together with the US Borrowers, the "Borrowers"), VTB Holdings, Inc., as guarantor ("VTB" and together with the Borrowers, the "Obligors"), the financial institutions party thereto as lenders (collectively, the "ABL Lenders"), and Bank of America, N.A., as administrative agent, collateral agent and security trustee for the ABL Lenders (the "ABL Agent"). The February ABL Amendment amended certain provisions of the ABL Agreement to, among other things, (a) provide that, on or prior to February 5, 2016, the Company receive net proceeds of not less than $6.0 million of additional equity capital or additional third lien debt financing and apply such proceeds against the outstanding principal balance of the working capital line of credit under the ABL Agreement (the receipt of such proceeds and subsequent payment, the "February ABL Paydown"), (b) amend the definition of "EBITDA" for purposes of the ABL Agreement and (c) provide that the Company maintain certain amended EBITDA levels during each month beginning with the month ended December 31, 2015 through (and including) the month ending March 31, 2017 (with revised financial covenants to be agreed based on new financial projections after such date) on both an overall and segment-by-segment basis.

Also on February 1, 2016, the Company entered into an amendment (the "February Term Loan Amendment," and together with the February ABL Amendment, the "Loan Amendments") to its Term Loan, Guaranty and Security Agreement, dated July 22, 2015 (as amended, the "Term Loan Agreement," and together with the ABL Agreement, the "Loan Agreements") by and among the Company, the Obligors, Crystal Financial SPV LLC and the other lenders party to the Term Loan Agreement from time to time (collectively, the "Term Loan Lenders"), and Crystal Financial LLC, as agent for the Term Loan Lenders, sole lead arranger and sole bookrunner (the "Term Loan Agent"). The February Term Loan Amendment amended certain provisions of the Term Loan Agreement to, among other things, (a) provide that the Company make the February ABL Paydown, (b) amend the definition of "EBITDA" for purposes of the Term Loan Agreement and (c) provide that the Company maintain certain amended EBITDA levels during (i) each month beginning with the month ending December 31, 2015 and (ii) on a trailing twelve-month period basis beginning with the period ending October 31, 2016, through the termination date under the Term Loan Agreement on both an overall and segment-by-segment basis. In connection with the February Loan Amendments, the Company will increase the scope of its engagement with its existing financial advisor in seeking to optimize its business operations and realize operational cost savings and will pay amendment fees of $500,000 in the aggregate to its lenders.

The foregoing descriptions of the Loan Amendments do not purport to be complete and are qualified in their entirety by the full texts of the February ABL Amendment and February Term Loan Amendment, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively. The Loan

Agreements, as amended by the Loan Amendments, contain warranties and covenants that the respective parties thereto made to each other as of specific dates. The assertions embodied in those warranties and covenants were made solely for purposes of the Loan Agreements, as amended by the Loan Amendments, between the respective parties thereto and may be subject to important qualifications and limitations agreed to by such parties in connection with negotiating their respective terms, including being qualified by confidential disclosures exchanged between such parties in connection with the execution of the Loan Amendments. The warranties may be subject to a contractual standard of materiality that may be different from what may be viewed as material to investors or securityholders, or may have been used for the purpose of allocating risk between the respective parties to the Loan Agreements rather than establishing matters as facts. Moreover, information concerning the subject matter of the warranties may change after the date of the Loan Agreements or the Loan Amendments, as applicable, which subsequent information may or may not be fully reflected in the Company's public disclosures. For the foregoing reasons, no person should rely on the warranties as statements of factual information at the time they were made or otherwise.

Private Placement

On February 1, 2016, the Company entered into a common stock purchase agreement (the "Purchase Agreement") with SG VTB Holdings, LLC, a Delaware limited liability company ("Stripes") and the Company's largest stockholder, pursuant to which the Company will issue to Stripes up to $2,500,000, but not less than $50,000, of shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), for a per share price equal to the price per share offered to the public in the Offering (as defined below).

The closing of the investment under the Purchase Agreement, which is scheduled to occur simultaneously with the closing of the Offering, is subject to certain conditions, including among others, (i) the consummation of the Offering and (ii) that as of such closing date and as of the date of the Purchase Agreement, the representations and warranties of the Company shall be true and accurate in all material respects. The Purchase Agreement will automatically terminate and be of no further effect if the Offering does not close on or before February 12, 2016.

The above description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is attached as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference.

Item 7.01. Regulation FD Disclosure

On February 1, 2016, the Company issued a press release announcing a proposed public offering of Common Stock (the "Offering"). A copy of the press release is attached hereto as Exhibit 99.1.

The information in Item 7.01 of this report is being furnished pursuant to Item 7.01 and shall not be deemed to be "filed" for purposes of Section 17 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

Item 8.01. Other Events

An updated consent of Squar Milner LLP (formerly Squar, Milner, Peterson, Miranda and Williamson LLP), the Company's independent registered accounting firm for the fiscal years ended September 30, 2013 and 2012, is attached hereto as Exhibit 23.1.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1	Eighth Amendment, dated February 1, 2016, to Loan, Security and Guarantee Agreement, dated as of March 31, 2014, among Turtle Beach Corporation and Voyetra Turtle Beach, Inc. as US Borrowers and UK Guarantors, Turtle Beach Europe Limited as UK Borrower, PSC Licensing Corp. and VTB Holdings, Inc. as a US Guarantor and a UK Guarantor, and Bank of America, N.A., as Agent, Sole Lead Arranger and Sole Bookrunner.

10.2	Third Amendment, dated February 1, 2016, to Term Loan, Guaranty and Security Agreement, dated July 22, 2015, by and among Turtle Beach Corporation, Voyetra Turtle Beach, Inc. Turtle Beach Europe Limited, VTB Holdings, Inc., Crystal Financial LLC, as agent sole lead arranger and sole bookrunner and the other parties thereto.
10.3	Common Stock Purchase Agreement, dated as of February 1, 2016, by and between Turtle Beach Corporation and SG VTB Holdings, LLC.
23.1	Consent of Squar Milner LLP
99.1	Press release dated February 1, 2016.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 1, 2016

TURTLE BEACH CORPORATION

By: /s/ Juergen Stark
Juergen Stark
Chief Executive Officer and President

Exhibit 10.1

Execution Version

EIGHTH AMENDMENT TO LOAN, GUARANTY AND SECURITY AGREEMENT

This **EIGHTH AMENDMENT TO LOAN, GUARANTY AND SECURITY AGREEMENT** (this "Amendment") is dated as of February 1, 2016, and is entered into by and among **TURTLE BEACH CORPORATION,** a Nevada corporation, formerly known as Parametric Sound Corporation ("Parametric"), **VOYETRA TURTLE BEACH, INC.**, a Delaware corporation ("Voyetra"; and together with Parametric, individually, "US Borrower," and individually and collectively, jointly and severally, "US Borrowers"), **TURTLE BEACH EUROPE LIMITED,** a company limited by shares and incorporated in England and Wales with company number 03819186 ("Turtle Beach," also referred to hereinafter as "UK Borrower"; and together with US Borrowers, individually, "Borrower," and individually and collectively, "Borrowers"), **VTB HOLDINGS, INC.**, a Delaware corporation ("VTB" or "US Guarantor"; and together with US Borrowers, individually, a "UK Guarantor," and individually and collectively, jointly and severally, "UK Guarantors"; UK Guarantors and US Guarantor, individually, a "Guarantor," and individually and collectively, "Guarantors"), the financial institutions party hereto as lenders (collectively, "Lenders"), and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent, collateral agent and security trustee for Lenders (in such capacities, together with its successors and assigns in such capacities, "Agent").

WHEREAS, Borrowers, Guarantors, Agent, and Lenders have entered into that certain Loan, Guaranty and Security Agreement (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), dated as of March 31, 2014; and

WHEREAS, Borrowers have requested that Agent and Lenders agree to enter into certain amendments to the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Initially capitalized terms used but not otherwise defined in this Amendment have the respective meanings set forth in the Loan Agreement, as amended hereby.

ARTICLE II

AMENDMENTS TO LOAN AGREEMENT

2.01. **New/Amended Definitions.**

(a) Section 1.1 of the Loan Agreement is hereby amended by inserting the following defined terms in the appropriate alphabetical order therein:

January 2016 Projections: as defined in the definition of EBITDA.

Eighth Amendment: that certain Eighth Amendment to Loan, Guaranty and Security Agreement, dated as of February 1, 2016, by and among Borrowers, Guarantors, Lenders and Agent.

Eighth Amendment Effective Date: as defined in the Eighth Amendment.

(b) Clause (b) of the definition of "EBITDA" set forth in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

(b) to the extent deducted in determining consolidated net income, the sum of: (i) any provision for cash income tax expense and cash interest expense; (ii) depreciation and amortization, including, without duplication, to the extent not included in interest expense, cash amortization of transaction and financing fees and expenses; (iii) non-cash deferred compensation, stock option or employee benefits-based and other equity-based compensation expenses; (iv) reasonable and customary documented third-party fees, costs and expenses in connection with any Permitted Acquisition to the extent permitted by this Agreement and not exceeding $3,000,000 during any 12 month period or $5,000,000 in the aggregate after the March 31, 2014; (v) non-cash charges or amounts recorded in connection with purchase accounting under Statement of Financial Accounting Standards 14l(r) (including any applicable to future Permitted Acquisitions); (vi) non-cash purchase accounting adjustments relating to the writedown of deferred revenue (whether billed or unbilled) that are the result of accounting for any acquisition; (vii) reasonable and customary debt discounts and debt issuance costs, fees, charges and commissions, in each case incurred in connection with Debt permitted to be incurred hereunder, (viii) the Permitted Earnout Payment to the extent paid (to the extent applicable for such period), (ix) fees, charges and expenses incurred in connection with the consummation of the merger of Paris Acquisition Corp. with and into VTB, (x) one-time, non-recurring severance restructuring costs and expenses not exceeding the aggregate amount of $2,000,000, (xi) the amount of reasonable consulting and advisory fees (incurred to third party consultants and advisors other than Sponsor or its Affiliates) and related reasonable expenses, in each case, incurred in such period and not to exceed $1,250,000 in any trailing twelve-month period, (xii) one-time, non-cash adjustments as set forth in the projections delivered to Agent on January 22, 2015 (and denominated as version 14) (the "January 2016 Projections") for old generation and refurbished inventory write-offs in connection with the Headset Division prior to December 31, 2015, not exceeding an aggregate amount of $900,000, and (xiii) one-time, non-recurring start-up costs as set forth in the January 2016 Projections related to the Hypersound Division incurred prior to December 31, 2015, not exceeding an aggregate amount of $500,000; plus or minus

(c) Clause (c)(i) of the definition of "EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

(i) other non-cash losses (or gains) (to the extent not relating to or resulting in any cash expense or charge in any future period), including one-time, non-recurring costs and expenses incurred in connection with certain discontinued legacy license agreements prior to March 31, 2015 in an amount not exceeding the aggregate amount of $1,493,000, but excluding any write-off of inventory,

(d) The definition of "Headset Division EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Headset Division EBITDA: for any period, EBITDA for the Headset Division (as determined in a manner consistent with the definition of "EBITDA" above, but

solely with respect to items attributable to the Headset Division); provided, however, the calculation of EBITDA for the Headset Division shall be determined in accordance with the methodology used in the January 2016 Projections or in such other manner acceptable to Agent.

(e) The definition of "Hypersound Division EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Hypersound Division EBITDA: for any period, EBITDA for the Hypersound Division (as determined in a manner consistent with the definition of "EBITDA" above, but solely with respect to items attributable to the Hypersound Division); provided, however, the calculation of EBITDA for the Hypersound Division shall be determined in accordance with methodology used in the January 2016 Projections or in such other manner acceptable to Agent in its discretion.

2.02. **Amendments to Section 10.3**. Section 10.3 of the Loan Agreement is hereby amended as follows:

(a) The table set forth in Section 10.3.1 of the Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Test Date	Required EBITDA
December 31, 2015	$ 8,588,000
January 31, 2016	$ 5,690,000
February 29, 2016	$ 3,188,000
March 31, 2016	$ 732,000
April 30, 2016	($ 1,362,000)
May 31, 2016	($ 2,814,000)
June 30, 2016	($ 4,709,000)
July 31, 2016	($ 5,376,000)
August 31, 2016	($ 6,520,000)
September 30, 2016	($ 5,843,000)
October 31, 2016	($ 1,868,000)
November 30, 2016	($ 573,000)
December 31, 2016	$ 1,626,000
January 31, 2017	$ 2,288,000
February 28, 2017	$ 3,157,000
March 31, 2017	$ 4,313,000

(b) The table set forth in Section 10.3.5 of the Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Test Date	Required Headset Division EBITDA
December 31, 2015	$ 11,324,000
January 31, 2016	$ 9,632,000
February 29, 2016	$ 8,550,000
March 31, 2016	$ 7,232,000
April 30, 2016	$ 6,317,000
May 31, 2016	$ 5,907,000
June 30, 2016	$ 5,011,000
July 31, 2016	$ 5,039,000
August 31, 2016	$ 4,660,000
September 30, 2016	$ 5,843,000
October 31, 2016	$ 10,002,000
November 30, 2016	$ 9,992,000
December 31, 2016	$ 10,877,000
January 31, 2017	$ 11,042,000
February 28, 2017	$ 10,824,000
March 31, 2017	$ 11,126,000

(c) The table set forth in Section 10.3.6 of the Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Test Date	Required Hypersound Division EBITDA
December 31, 2015	($ 2,736,000)
January 31, 2016	($ 3,942,000)
February 29, 2016	($ 5,362,000)
March 31, 2016	($ 6,500,000)
April 30, 2016	($ 7,680,000)
May 31, 2016	($ 8,721,000)
June 30, 2016	($ 9,721,000)
July 31, 2016	($ 10,415,000)
August 31, 2016	($ 11,180,000)
September 30, 2016	($ 11,687,000)
October 31, 2016	($ 11,870,000)
November 30, 2016	($ 10,565,000)
December 31, 2016	($ 9,251,000)
January 31, 2017	($ 8,754,000)
February 28, 2017	($ 7,667,000)
March 31, 2017	($ 6,813,000)

2.03. **Amendment to Section 5.01 of the Seventh Amendment.** Section 5.01 of the Seventh Amendment is hereby amended in its entirety and the following is inserted in lieu thereof:

5.01 **Equity Infusion and/or Additional Third Lien Debt.**

(a) Obligors hereby covenant and agree that, on or prior to February 5, 2016 (the "Seventh Amendment Specified Mandatory Prepayment Date"), (a) US Obligors shall receive net proceeds of not less than $6,000,000 in the form of (i) additional equity capital, in form and substance, and on terms, satisfactory to Agent in all respects and/or (ii) additional financing from either Sponsor and the other Third Lien Creditors pursuant to the Third Lien Subordinated Note(s) and the other Third Lien Loan Documents, which shall be in form and substance, and on terms, satisfactory to Agent in all

respects and (b) the net proceeds of any such equity capital and/or additional Third Lien Debt in an aggregate amount of not less than $6,000,000 shall be applied as a mandatory prepayment of the US Revolver Loans outstanding on the Seventh Amendment Specified Mandatory Prepayment Date (and solely to the extent that the outstanding principal balance of US Revolver Loans has been reduced by such mandatory prepayment to, or is, $0, such net proceeds may be received as cash to the balance sheet of the US Obligors for use as working capital in the business of the US Obligors) (such transaction, and all matters related thereto, entered into in connection therewith or contemplated thereby, collectively, the "Additional Liquidity Transaction").

(b) Obligors hereby covenant and agree to deliver to Agent all presentations prepared for, or delivered to, investors or potential investors in connection the Additional Liquidity Transaction, including, without limitation, that certain presentation used by Oppenheimer with certain investors, promptly after such preparation and/or delivery, and deliver to Agent any other written materials in connection with the Additional Liquidity Transaction as Agent may request from time to time.

Any failure to comply with this Section 5.01 shall constitute an Event of Default pursuant to **Section 12.1(c)** of the Loan Agreement for which there is no cure or remedy.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Obligor hereby represents and warrants to Agent and each Lender, as of the date hereof, as follows:

3.01. **Representations and Warranties**. After giving effect to this Amendment, the representations and warranties set forth in Section 9 of the Loan Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date.

3.02. **No Defaults**. After giving effect to this Amendment, each Obligor is in compliance with all terms and conditions of the Loan Agreement and the other Loan Documents on its part to be observed and performed and no Default or Event of Default has occurred and is continuing.

3.03. **Authority and Pending Actions**. The execution, delivery, and performance by each Obligor of this Amendment has been duly authorized by each such Obligor (as applicable) and there is no action pending or any judgment, order, or decree in effect which is likely to restrain, prevent, or impose materially adverse conditions upon the performance by any Obligor of its obligations under the Loan Agreement or the other Loan Documents.

3.04. **Enforceability**. This Amendment constitutes the legal, valid, and binding obligation of each Obligor, enforceable against each such Obligor in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting the enforcement of creditors' rights or by the effect of general equitable principles.

ARTICLE IV

CONDITIONS PRECEDENT AND FURTHER ACTIONS

4.01. **Conditions Precedent.** This Amendment shall not be binding upon Agent, Lenders or any Obligor until each of the following conditions precedent have been satisfied in form and substance satisfactory to Agent (such date, the "Eighth Amendment Effective Date"):

(a) The representations and warranties contained herein and in the Loan Agreement, as amended hereby, shall be true and correct in all material respects as of the date hereof, after giving effect to this Amendment, as if made on such date, except for such representations and warranties limited by their terms to a specific date;

(b) Each Obligor shall have delivered to the Agent duly executed counterparts of this Amendment which, when taken together, bear the authorized signatures of the Borrowers, the Agent, and the Lenders;

(c) Obligors shall have delivered to Agent a fully-executed copy of an amendment to the Term Loan Agreement substantially similar to this Amendment (the "Third Amendment to Term Loan Agreement") and otherwise acceptable to Agent and Lenders; and

(d) Obligors shall have paid to Agent, for the benefit of itself and Lenders, $175,000 as the first installment of the $250,000 amendment fee (the "Amendment Fee"), which Amendment Fee is fully earned as of the Eight Amendment Effective Date and payable in two (2) installments with the first such installment due on the Eighth Amendment Effective Date and the remaining $75,000 due as soon as possible and in any event no later than ninety (90) days following the Eighth Amendment Effective Date, and any failure to pay such remaining balance of the Amendment Fee as set forth herein shall constitute an Event of Default pursuant to **Section 12.1(c)** of the Loan Agreement.

4.02. **Further Actions.** Each of the parties to this Amendment agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to affect the purposes of this Amendment.

ARTICLE V

COSTS AND EXPENSES

Without limiting the terms and conditions of the Loan Documents, notwithstanding anything in the Loan Documents to the contrary, Obligors jointly and severally agree to pay on demand: (a) all reasonable costs and expenses incurred by Agent in connection with the preparation, negotiation, and execution of this Amendment and the other Loan Documents executed pursuant to this Amendment and any and all subsequent amendments, modifications, and supplements to this Amendment, including, without limitation, the reasonable costs and fees of Agent's legal counsel; and (b) all reasonable costs and expenses reasonably incurred by Agent in connection with the enforcement or preservation of any rights under the Loan Agreement, this Amendment, and/or the other Loan Documents, including, without limitation, the reasonable costs and fees of Agent's legal counsel.

ARTICLE VI

MISCELLANEOUS

6.01. **No Course of Dealing.** The amendments and consents set forth herein are a one-time accommodation only and relate only to the matters set forth in Article II herein. The amendments and consents are not amendments or consents to any other deviation of the terms and conditions of the Loan Agreement or any other Loan Document unless otherwise expressly agreed to by Agent and Lenders in writing.

6.02. **Cross-References.** References in this Amendment to any Section are, unless otherwise specified, to such Section of this Amendment.

6.03. **Instrument Pursuant to Loan Agreement.** This Amendment is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions of the Loan Agreement. Any failure by Obligors to comply with any of the terms and conditions of this Amendment shall constitute an immediate Event of Default.

6.04. **Acknowledgment of the Obligors.** Each Obligor hereby represents and warrants that the execution and delivery of this Amendment and compliance by such Obligor with all of the provisions of this Amendment: (a) are within the powers and purposes of such Obligor; (b) have been duly authorized or approved by the board of directors (or other appropriate governing body) of such Obligor; and (c) when executed and delivered by or on behalf of such Obligor will constitute valid and binding obligations of such Obligor, enforceable in accordance with its terms. Each Obligor reaffirms its obligations to perform and pay all amounts due to Agent or Lenders under the Loan Documents (including, without limitation, its obligations under any promissory note evidencing any of the Loans) in accordance with the terms thereof, as amended and modified hereby.

6.05. **Loan Documents Unmodified.** Each of the amendments provided herein shall apply and be effective only with respect to the provisions of the Loan Document specifically referred to by such amendments. Except as otherwise specifically modified by this Amendment, all terms and provisions of the Loan Agreement and all other Loan Documents, as modified hereby, shall remain in full force and effect and are hereby ratified and confirmed in all respects. Nothing contained in this Amendment shall in any way impair the validity or enforceability of the Loan Documents, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein, except as otherwise specifically provided in this Amendment. Subject to the terms of this Amendment, any lien and/or security interest granted to Agent, for the benefit of Lenders, in the Collateral set forth in the Loan Documents shall remain unchanged and in full force and effect and the Loan Agreement and the other Loan Documents shall continue to secure the payment and performance of all of the Obligations.

6.06. **Parties, Successors and Assigns.** This Amendment represents the agreement of Obligors, Agent and each Lender signatory hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations, or warranties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. This Amendment shall be binding upon and inure to the benefit of Obligors, Agent, Lenders, and their respective successors and assigns, except that (a) no Borrower shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with Section 14.3 of the Loan Agreement.

6.07. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of such agreement. This Amendment may be executed and delivered by facsimile or electronic mail, and will have the same force and effect as manually signed originals.

6.08. **Headings.** The headings, captions, and arrangements used in this Amendment are for convenience only, are not a part of this Amendment, and shall not affect the interpretation hereof.

6.09. **Miscellaneous.** This Amendment is subject to the general provisions set forth in the Loan Agreement, including, but not limited to, Sections 15.14, 15.15, and 15.16.

6.10. **Severability.** Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

6.11. **Release.**

(a) EACH OBLIGOR HEREBY IRREVOCABLY RELEASES AND FOREVER DISCHARGES AGENT, LENDERS AND THEIR AFFILIATES, AND EACH SUCH PERSON'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, ATTORNEYS AND REPRESENTATIVES (EACH, A "RELEASED PERSON") OF AND FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS OR CAUSES OF ACTION WHATSOEVER (EACH, A "CLAIM") THAT SUCH OBLIGOR MAY NOW HAVE OR CLAIM TO HAVE AGAINST ANY RELEASED PERSON ON THE DATE OF THIS AMENDMENT, WHETHER KNOWN OR UNKNOWN, OF EVERY NATURE AND EXTENT WHATSOEVER, FOR OR BECAUSE OF ANY MATTER OR THING DONE, OMITTED OR SUFFERED TO BE DONE OR OMITTED BY ANY OF THE RELEASED PERSONS THAT BOTH (1) OCCURRED PRIOR TO OR ON THE DATE OF THIS AMENDMENT AND (2) IS ON ACCOUNT OF OR IN ANY WAY CONCERNING, ARISING OUT OF OR FOUNDED UPON THE LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(b) EACH OBLIGOR INTENDS THE ABOVE RELEASE TO COVER, ENCOMPASS, RELEASE, AND EXTINGUISH, INTER ALIA, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT MIGHT OTHERWISE BE RESERVED BY THE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH

> THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(c) EACH OBLIGOR ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW KNOWN OR BELIEVED TO BE TRUE WITH RESPECT TO SUCH CLAIMS, DEMANDS, OR CAUSES OF ACTION, AND AGREES THAT THIS AMENDMENT AND THE ABOVE RELEASE ARE AND WILL REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING ANY SUCH DIFFERENCES OR ADDITIONAL FACTS.

6.12. **Total Agreement.** This Amendment, the Loan Agreement, and all other Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter hereof.

6.13. **Amendment to Term Loan Agreement.** Each of the undersigned Lenders and Agent hereby acknowledge that as of the Eighth Amendment Effective Date, Obligors, Term Agent and Term Loan Lenders are agreeing to the Third Amendment to Term Loan Agreement in the form attached hereto as Annex I. Agent and Lenders hereby acknowledge and consent to the Third Amendment to Term Loan Agreement, including, without limitation, for purposes of the Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

BORROWERS:

TURTLE BEACH CORPORATION, a Nevada corporation, formerly known as Parametric Sound Corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

VOYETRA TURTLE BEACH, INC.,
a Delaware corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

TURTLE BEACH EUROPE LIMITED,
a company limited by shares and incorporated in England and Wales with company number 03819186

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent and Lender

By: /s/ Matthew Van Steenhuyse
Name: Matthew Van Steenhuyse
Title: Senior Vice President

Guarantor Consent to Eighth Amendment to Loan, Guaranty and Security Agreement

GUARANTOR CONSENT

The undersigned hereby consents to the foregoing Amendment and hereby (a) confirms and agrees that notwithstanding the effectiveness of the foregoing Amendment, each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of the foregoing Amendment, each reference in any Loan Document to the "Loan Agreement," "thereunder," "thereof" or words of like import shall mean and be a reference to the Loan Agreement, as amended by the foregoing Amendment, (b) confirms and agrees that the pledge and security interest in the Collateral granted by it pursuant to any Security Documents to which it is a party shall continue in full force and effect, (c) acknowledges and agrees that such pledge and security interest in the Collateral granted by it pursuant to such Security Documents shall continue to secure the Obligations purported to be secured thereby, as amended or otherwise affected hereby, and (d) agrees to be bound by the release set forth in Section 6.11 of the Amendment.

VTB HOLDINGS, INC.,
a Delaware corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

ANNEX I

THIRD AMENDMENT TO TERM LOAN AGREEMENT

Attached hereto

Annex I to Eighth Amendment to Loan, Guaranty and Security Agreement

Exhibit 10.2

THIRD AMENDMENT TO TERM LOAN, GUARANTY AND SECURITY AGREEMENT

This **THIRD AMENDMENT TO TERM LOAN, GUARANTY AND SECURITY AGREEMENT** (this "Amendment") is dated as of February 1, 2016, and is entered into by and among **TURTLE BEACH CORPORATION**, a Nevada corporation, formerly known as Parametric Sound Corporation ("Parametric"), **VOYETRA TURTLE BEACH, INC.**, a Delaware corporation ("Voyetra"; and together with Parametric, individually, "US Borrower," and individually and collectively, jointly and severally, "US Borrowers"), **TURTLE BEACH EUROPE LIMITED**, a company limited by shares and incorporated in England and Wales with company number 03819186 ("Turtle Beach," also referred to hereinafter as "UK Borrower"; and together with US Borrowers, individually, "Borrower," and individually and collectively, "Borrowers"), **VTB HOLDINGS, INC.**, a Delaware corporation ("VTB", individually, a "US Guarantor," and individually and collectively, jointly and severally, "US Guarantors"; and together with US Borrowers, individually, a "UK Guarantor," and individually and collectively, jointly and severally, "UK Guarantors"; UK Guarantors and US Guarantors, individually, a "Guarantor," and individually and collectively, "Guarantors"), **CRYSTAL FINANCIAL SPV LLC**, **CRYSTAL FINANCIAL LLC** and the other lenders party to the Term Loan Agreement (as such term is defined below) from time to time (collectively, "Lenders"), and **CRYSTAL FINANCIAL LLC**, as agent, collateral agent and security trustee for Lenders (in such capacities, together with its successors and assigns in such capacities, "Agent").

WHEREAS, Borrowers, Guarantors, Agent, and Lenders have entered into that certain Term Loan, Guaranty and Security Agreement, dated as of July 22, 2015, as amended by that certain First Amendment to Term Loan, Guaranty and Security Agreement, dated as of November 2, 2015 (the "First Amendment"), and as further amended by that certain Second Amendment to Term Loan, Guaranty and Security Agreement, dated as of December 1, 2015 (the "Second Amendment") (as further amended, restated, or otherwise modified from time to time, the "Term Loan Agreement"); and

WHEREAS, Borrowers have requested that Agent and Lenders agree to enter into certain amendments to the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Term Loan Agreement and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Initially capitalized terms used but not otherwise defined in this Amendment have the respective meanings set forth in the Term Loan Agreement, as amended hereby.

ARTICLE II

AMENDMENTS TO TERM LOAN AGREEMENT

2.01. **New/Amended Definitions.**

(a) Section 1.1 of the Term Loan Agreement is hereby amended by inserting the following defined terms in the appropriate alphabetical order therein:

January 2016 Projections: as defined in the definition of EBITDA.

Third Amendment: that certain Third Amendment to Term Loan, Guaranty and Security Agreement, dated as of February 1, 2016, by and among Borrowers, Guarantors, Lenders and Agent.

Third Amendment Effective Date: as defined in the Third Amendment.

(b) Clause (b) of the definition of "EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

(b) to the extent deducted in determining consolidated net income, the sum of: (i) any provision for cash income tax expense and cash interest expense; (ii) depreciation and amortization, including, without duplication, to the extent not included in interest expense, cash amortization of transaction and financing fees and expenses; (iii) non-cash deferred compensation, stock option or employee benefits-based and other equity-based compensation expenses; (iv) reasonable and customary documented third-party fees, costs and expenses in connection with any Permitted Acquisition to the extent permitted by this Agreement and not exceeding $3,000,000 during any 12 month period or $5,000,000 in the aggregate after the March 31, 2014; (v) non-cash charges or amounts recorded in connection with purchase accounting under Statement of Financial Accounting Standards 14l(r) (including any applicable to future Permitted Acquisitions); (vi) non-cash purchase accounting adjustments relating to the writedown of deferred revenue (whether billed or unbilled) that are the result of accounting for any acquisition; (vii) reasonable and customary debt discounts and debt issuance costs, fees, charges and commissions, in each case incurred in connection with Debt permitted to be incurred hereunder, (viii) the Permitted Earnout Payment to the extent paid (to the extent applicable for such period), (ix) fees, charges and expenses incurred in connection with the consummation of the merger of Paris Acquisition Corp. with and into VTB, (x) one-time, non-recurring severance restructuring costs and expenses not exceeding the aggregate amount of $2,000,000, (xi) the amount of reasonable consulting and advisory fees (incurred to third party consultants and advisors other than Sponsor or its Affiliates) and related reasonable expenses, in each case, incurred in such period and not to exceed $1,250,000 in any trailing twelve-month period, (xii) one-time non-cash adjustments as set forth in the projections delivered to Agent on January 22, 2015 (and denominated as version 14) (the "January 2016 Projections") for old generation and refurbished inventory write-offs in connection with the Headset Division prior to December 31, 2015, not exceeding an aggregate amount of $900,000, and (xiii) one-time non-recurring start-up costs as set forth in the January 2016 Projections related to the Hypersound Division incurred prior to December 31, 2015, not exceeding an aggregate amount of $500,000; plus or minus

(c) Clause (c)(i) of the definition of "EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

(i) other non-cash losses (or gains) (to the extent not relating to or resulting in any cash expense or charge in any future period), including one-time, non-recurring costs and expenses incurred in connection with certain discontinued legacy license agreements prior to March 31, 2015 in an amount not exceeding the aggregate amount of $1,493,000, but excluding any write-off of inventory,

(d) The definition of "Headset Division EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Headset Division EBITDA: for any period, EBITDA for the Headset Division (as determined in a manner consistent with the definition of "EBITDA" above, but solely with respect to items attributable to the Headset Division); provided, however, the calculation of EBITDA for the Headset Division shall be determined in accordance with the methodology used in the January 2016 Projections or in such other manner acceptable to Agent.

(e) The definition of "Hypersound Division EBITDA" set forth in Section 1.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Hypersound Division EBITDA: for any period, EBITDA for the Hypersound Division (as determined in a manner consistent with the definition of "EBITDA" above, but solely with respect to items attributable to the Hypersound Division); provided, however, the calculation of EBITDA for the Hypersound Division shall be determined in accordance with methodology used in the January 2016 Projections in such other manner acceptable to Agent in its discretion.

2.02. **Amendments to Section 10.3**. Section 10.3 of the Term Loan Agreement is hereby amended as follows:

(a) The table set forth in Section 10.3.1 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Testing Date	**Required EBITDA**
October 31, 2016	($ 1,868,000)
November 30, 2016	($ 573,000)
December 31, 2016	$ 1,626,000
January 31, 2017	$ 2,288,000
February 28, 2017	$ 3,157,000
March 31, 2017	$ 4,313,000
April 30, 2017, May 31, 2017, and June 30, 2017	$ 18,700,000
July 31, 2017, August 31, 2017, and September 30, 2017	$ 19,500,000
October 31, 2017 and the last day of each month thereafter	$ 20,000,000

(b) The table set forth in Section 10.3.2 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Trailing Twelve-Month Period Ending	Required Headset Division EBITDA
October 31, 2016	$ 10,002,000
November 30, 2016	$ 9,992,000
December 31, 2016	$ 10,877,000
January 31, 2017	$ 11,042,000
February 28, 2017	$ 10,824,000
March 31, 2017	$ 11,126,000
April 30, 2017, May 31, 2017, June 30, 2017, July 31, 2017, August 31, 2017, and September 30, 2017	$ 18,000,000
October 31, 2017, November 30, 2017, and December 31, 2017	$ 19,000,000
January 31, 2018, February 28, 2018, and March 31, 2018	$ 19,250,000
April 30, 2018, May 31, 2018, and June 30, 2018	$ 19,500,000
July 31, 2018 and the last day of each month thereafter	$ 20,000,000

(c) The table set forth in Section 10.3.7 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Month-Ending Testing Date	Required EBITDA
December 31, 2015	$ 8,588,000
January 31, 2016	$ 5,690,000
February 29, 2016	$ 3,188,000
March 31, 2016	$ 732,000
April 30, 2016	($ 1,362,000)
May 31, 2016	($ 2,814,000)
June 30, 2016	($ 4,709,000)
July 31, 2016	($ 5,376,000)
August 31, 2016	($ 6,520,000)
September 30, 2016	($ 5,843,000)

(d) The table set forth in Section 10.3.8 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Month-Ending Testing Date	Required Headset Division EBITDA
December 31, 2015	$ 11,324,000
January 31, 2016	$ 9,632,000
February 29, 2016	$ 8,550,000
March 31, 2016	$ 7,232,000
April 30, 2016	$ 6,317,000
May 31, 2016	$ 5,907,000
June 30, 2016	$ 5,011,000
July 31, 2016	$ 5,039,000
August 31, 2016	$ 4,660,000
September 30, 2016	$ 5,843,000

(e) The table set forth in clause (a) of Section 10.3.9 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Month-Ending Testing Date	Required Hypersound Division EBITDA
December 31, 2015	($ 2,736,000)
January 31, 2016	($ 3,942,000)
February 29, 2016	($ 5,362,000)
March 31, 2016	($ 6,500,000)
April 30, 2016	($ 7,680,000)
May 31, 2016	($ 8,721,000)
June 30, 2016	($ 9,721,000)
July 31, 2016	($ 10,415,000)
August 31, 2016	($ 11,180,000)
September 30, 2016	($ 11,687,000)

(f) The table set forth in clause (b) of Section 10.3.9 of the Term Loan Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

Trailing Twelve-Month Period Ending	Required Hypersound Division EBITDA
October 31, 2016	($ 11,870,000)
November 30, 2016	($ 10,565,000)
December 31, 2016	($ 9,251,000)
January 31, 2017	($ 8,754,000)
February 28, 2017	($ 7,667,000)
March 31, 2017	($ 6,813,000)

2.03. **Amendment to Section 5.01 of the Second Amendment.** Section 5.01 of the Second Amendment is hereby amended in its entirety and the following is inserted in lieu thereof:

5.01 **Equity Infusion and/or Additional Third Lien Debt.**

(a) Obligors hereby covenant and agree that, on or prior to February 5, 2016 (the "Second Amendment Specified Mandatory Prepayment Date"), (a) US Obligors shall receive net proceeds of not less than $6,000,000 in the form of (i) additional equity capital, in form and substance, and on terms, satisfactory to Agent in all respects and/or (ii) additional financing from either Sponsor and the other Third Lien Creditors pursuant to the Third Lien Subordinated Note(s) and the other Third Lien Loan Documents, which shall be in form and substance, and on terms, satisfactory to Agent in all respects and (b) the net proceeds of any such equity capital and/or additional Third Lien Debt in an aggregate amount of not less than $6,000,000 shall be applied as a mandatory prepayment of the ABL Revolver Loans of the US Obligors outstanding on the Second Amendment Specified Mandatory Prepayment Date (and solely to the extent that the outstanding principal balance of ABL Revolver Loans of the US Obligors has been reduced by such mandatory prepayment to, or is, $0, such net proceeds may be received as cash to the balance sheet of the US Obligors for use as working capital in the business of the US Obligors) (such transaction, and all matters related thereto, entered into in connection therewith or contemplated thereby, collectively, the "Additional Liquidity Transaction").

(b) Obligors hereby covenant and agree to deliver to Agent all presentations prepared for, or delivered to, investors or potential investors in connection the Additional Liquidity Transaction, including, without limitation, that certain presentation used by Oppenheimer with certain investors, promptly after such preparation and/or delivery, and deliver to Agent any other written materials in connection with the Additional Liquidity Transaction as Agent may request from time to time.

Any failure to comply with this Section 5.01 shall constitute an immediate Event of Default pursuant to **Section 12.1(c)** of the Term Loan Agreement for which there is no cure or remedy.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Obligor hereby represents and warrants to Agent and each Lender, as of the date hereof, as follows:

3.01. **Representations and Warranties.** After giving effect to this Amendment, the representations and warranties set forth in Section 9 of the Term Loan Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date.

3.02. **No Defaults.** After giving effect to this Amendment, each Obligor is in compliance with all terms and conditions of the Term Loan Agreement and the other Loan Documents on its part to be observed and performed and no Default or Event of Default has occurred and is continuing.

3.03. **Authority and Pending Actions.** The execution, delivery, and performance by each Obligor of this Amendment has been duly authorized by each such Obligor (as applicable) and there is no action pending or any judgment, order, or decree in effect which is likely to restrain, prevent, or impose materially adverse conditions upon the performance by any Obligor of its obligations under the Term Loan Agreement or the other Loan Documents.

3.04. **Enforceability.** This Amendment constitutes the legal, valid, and binding obligation of each Obligor, enforceable against each such Obligor in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting the enforcement of creditors' rights or by the effect of general equitable principles.

ARTICLE IV

CONDITIONS PRECEDENT AND FURTHER ACTIONS

4.01. **Conditions Precedent.** This Amendment shall not be binding upon Agent, Lenders or any Obligor until each of the following conditions precedent have been satisfied in form and substance satisfactory to Agent (such date, the "Third Amendment Effective Date"):

(a) The representations and warranties contained herein and in the Term Loan Agreement, as amended hereby, shall be true and correct in all material respects as of the date hereof, after giving effect to this Amendment, as if made on such date, except for such representations and warranties limited by their terms to a specific date;

(b) Each Obligor shall have delivered to the Agent duly executed counterparts of this Amendment which, when taken together, bear the authorized signatures of the Obligors, the Agent, and the Lenders;

(c) Obligors shall have delivered to Agent a fully-executed copy of an amendment to the ABL Revolver Loan Agreement substantially similar to this Amendment (the "Eighth Amendment to ABL Revolver Loan Agreement") and otherwise acceptable to Agent and Lenders; and

(d) Obligors shall have paid to Agent for the benefit of itself and Lenders, $175,000 as the first installment of the $250,000 amendment fee (the "Amendment Fee"), which Amendment Fee is fully earned as of the Third Amendment Effective Date and payable in two (2) installments with the first such installment due on the Third Amendment Effective Date and the remaining $75,000 due as soon as possible and in any event no later than ninety (90) days following the Third Amendment Effective Date, and any failure to pay such remaining balance of the Amendment Fee as set forth herein shall constitute an immediate Event of Default pursuant to **Section 12.1(a)** of the Term Loan Agreement.

4.02. **Further Actions.** Each of the parties to this Amendment agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to affect the purposes of this Amendment.

ARTICLE V

COSTS AND EXPENSES

Without limiting the terms and conditions of the Loan Documents, notwithstanding anything in the Loan Documents to the contrary, Obligors jointly and severally agree to pay on demand: (a) all reasonable costs and expenses incurred by Agent in connection with the preparation, negotiation, and execution of this Amendment and the other Loan Documents executed pursuant to this Amendment and any and all subsequent amendments, modifications, and supplements to this Amendment, including, without limitation, the reasonable costs and fees of Agent's legal counsel; and (b) all reasonable costs and expenses reasonably incurred by Agent in connection with the enforcement or preservation of any rights under the Term Loan Agreement, this Amendment, and/or the other Loan Documents, including, without limitation, the reasonable costs and fees of Agent's legal counsel.

ARTICLE VI

MISCELLANEOUS

6.01. **No Course of Dealing.** The amendments and consents set forth herein are a one-time accommodation only and relate only to the matters set forth in Article II herein. The amendments and consents are not amendments or consents to any other deviation of the terms and conditions of the Term Loan Agreement or any other Loan Document unless otherwise expressly agreed to by Agent and Lenders in writing.

6.02. **Cross-References.** References in this Amendment to any Section are, unless otherwise specified, to such Section of this Amendment.

6.03. **Instrument Pursuant to Term Loan Agreement.** This Amendment is a Loan Document executed pursuant to the Term Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions of the Term Loan Agreement. Any failure by Obligors to comply with any of the terms and conditions of this Amendment shall constitute an immediate Event of Default.

6.04. **Acknowledgment of the Obligors.** Each Obligor hereby represents and warrants that the execution and delivery of this Amendment and compliance by such Obligor with all of the provisions of this Amendment: (a) are within the powers and purposes of such Obligor; (b) have been duly authorized or approved by the board of directors (or other appropriate governing body) of such Obligor; and (c) when executed and delivered by or on behalf of such Obligor will constitute valid and binding obligations of such Obligor, enforceable in accordance with its terms. Each Obligor reaffirms its obligations to perform and pay all amounts due to Agent or Lenders under the Loan Documents (including, without limitation, its obligations under any promissory note evidencing any of the Loans) in accordance with the terms thereof, as amended and modified hereby.

6.05. **Loan Documents Unmodified.** Each of the amendments provided herein shall apply and be effective only with respect to the provisions of the Loan Document specifically referred to by such amendments. Except as otherwise specifically modified by this Amendment, all terms and provisions of the Term Loan Agreement and all other Loan Documents, as modified hereby, shall remain in full force and effect and are hereby ratified and confirmed in all respects. Nothing contained in this Amendment shall in any way impair the validity or enforceability of the Loan Documents, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein, except as otherwise specifically provided in this Amendment. Subject to the terms of this Amendment, any lien and/or security interest granted to Agent, for the benefit of Lenders, in the Collateral set forth in the Loan Documents shall remain unchanged and in full force and effect and the Term Loan Agreement and the other Loan Documents shall continue to secure the payment and performance of all of the Obligations.

6.06. **Parties, Successors and Assigns.** This Amendment represents the agreement of Obligors, Agent and each Lender signatory hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations, or warranties relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. This Amendment shall be binding upon and inure to the benefit of Obligors, Agent, Lenders, and their respective successors and assigns, except that (a) no Borrower shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with Section 14.3 of the Term Loan Agreement.

6.07. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may be executed and delivered by facsimile or electronic mail, and will have the same force and effect as manually signed originals.

6.08. **Headings.** The headings, captions, and arrangements used in this Amendment are for convenience only, are not a part of this Amendment, and shall not affect the interpretation hereof.

6.09. **Miscellaneous.** This Amendment is subject to the general provisions set forth in the Term Loan Agreement, including, but not limited to, Sections 15.14, 15.15, and 15.16.

6.10. **Severability.** Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

6.11. **Release.**

(a) EACH OBLIGOR HEREBY IRREVOCABLY RELEASES AND FOREVER DISCHARGES AGENT, LENDERS AND THEIR AFFILIATES, AND EACH SUCH PERSON'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, ATTORNEYS AND REPRESENTATIVES (EACH, A "RELEASED PERSON") OF AND FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS OR CAUSES OF ACTION WHATSOEVER (EACH, A "CLAIM") THAT SUCH OBLIGOR MAY NOW HAVE OR CLAIM TO HAVE AGAINST ANY RELEASED PERSON ON THE DATE OF THIS AMENDMENT, WHETHER KNOWN OR UNKNOWN, OF EVERY NATURE AND EXTENT WHATSOEVER, FOR OR BECAUSE OF ANY MATTER OR THING DONE, OMITTED OR SUFFERED TO BE DONE OR OMITTED BY ANY OF THE RELEASED PERSONS THAT BOTH (1) OCCURRED PRIOR TO OR ON THE DATE OF THIS AMENDMENT AND (2) IS ON ACCOUNT OF OR IN ANY WAY CONCERNING, ARISING OUT OF OR FOUNDED UPON THE TERM LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(b) EACH OBLIGOR INTENDS THE ABOVE RELEASE TO COVER, ENCOMPASS, RELEASE, AND EXTINGUISH, INTER ALIA, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION THAT MIGHT OTHERWISE BE RESERVED BY THE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(c) EACH OBLIGOR ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW KNOWN OR BELIEVED TO BE TRUE WITH RESPECT TO SUCH CLAIMS, DEMANDS, OR CAUSES OF ACTION, AND AGREES THAT THIS AMENDMENT AND THE ABOVE RELEASE ARE AND WILL REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING ANY SUCH DIFFERENCES OR ADDITIONAL FACTS.

6.12. **Total Agreement.** This Amendment, the Term Loan Agreement, and all other Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter hereof.

6.13. **Amendment to Term Loan Agreement**. Each of the undersigned Lenders and Agent hereby acknowledge that as of the Third Amendment Effective Date, Obligors, the ABL Revolver Agent and the ABL Revolver Lenders are agreeing to the Eighth Amendment to Loan, Guaranty and Security Agreement in the form attached hereto as Annex I. Agent and Lenders hereby acknowledge and consent to the Eighth Amendment to Loan, Guaranty and Security Agreement, including, without limitation, for purposes of the Intercreditor Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

BORROWERS:

TURTLE BEACH CORPORATION, a Nevada corporation, formerly known as Parametric Sound Corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

VOYETRA TURTLE BEACH, INC.,
a Delaware corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

TURTLE BEACH EUROPE LIMITED,
a company limited by shares and incorporated in England and Wales with company number 03819186

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

AGENT AND LENDERS:

CRYSTAL FINANCIAL LLC, as Agent

By: /s/ Mirko Andric
Name: Mirko Andric
Title: Managing Director

CRYSTAL FINANCIAL SPV LLC, as a Lender

By: /s/ Mirko Andric
Name: Mirko Andric
Title: Managing Director

CRYSTAL FINANCIAL LLC, as a Lender

By: /s/ Mirko Andric
Name: Mirko Andric
Title: Managing Director

GUARANTOR CONSENT

The undersigned hereby consents to the foregoing Amendment and hereby (a) confirms and agrees that notwithstanding the effectiveness of the foregoing Amendment, each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of the foregoing Amendment, each reference in any Loan Document to the "Term Loan Agreement," "thereunder," "thereof" or words of like import shall mean and be a reference to the Term Loan Agreement, as amended by the foregoing Amendment, (b) confirms and agrees that the pledge and security interest in the Collateral granted by it pursuant to any Security Documents to which it is a party shall continue in full force and effect, (c) acknowledges and agrees that such pledge and security interest in the Collateral granted by it pursuant to such Security Documents shall continue to secure the Obligations purported to be secured thereby, as amended or otherwise affected hereby, and (d) agrees to be bound by the release set forth in Section 6.11 of the Amendment.

VTB HOLDINGS, INC.,
a Delaware corporation

By: /s/ John Hanson
Name: John Hanson
Title: Chief Financial Officer

ANNEX I

EIGHTH AMENDMENT
TO
LOAN, GUARANTY AND SECURITY AGREEMENT

Attached hereto

Annex I to Third Amendment to Term Loan, Guaranty and Security Agreement

Exhibit 10.3

COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (this "Agreement") is made as of February 1, 2016 by and between Turtle Beach Corporation, a Nevada corporation (the "Corporation") and SG VTB Holdings, a Delaware limited liability company ("Stripes").

WHEREAS, Stripes desires to purchase from the Corporation, and the Corporation desires to sell and issue to Stripes, the Corporation's common stock, $0.001 par value per share ("Common Stock"), having an aggregate purchase price equal to the Purchase Amount (as defined below), concurrently with the Corporation's public offering of its Common Stock (the "Offering") at a purchase price per share equal to the price per share of Common Stock sold to the public in the Offering (the "Offering Price") (such Offering Price as set forth on the cover of the Final Prospectus Supplement (as defined below) to be filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424 of the Securities Act of 1933, as amended (the "Securities Act")), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Purchase and Sale of the Common Stock. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Corporation agrees to issue and sell to Stripes the number of shares of Common Stock (the "Stripes Shares") equal to that whole number which, when multiplied by the Offering Price, is equal to (or as close as possible to, but no more than) up to $2,500,000 (the "Purchase Amount"); *provided*, however, that the Purchase Amount shall be no less than $50,000. The actual Purchase Amount will be agreed upon in writing by the parties (including via e-mail) concurrent with the pricing of the Offering. Stripes agrees to purchase from the Corporation at the Closing the Stripes Shares for an aggregate purchase price equal to the Purchase Amount multiplied by such number of shares free and clear from any lien or encumbrances.

Section 2. Closing. The closing of the sale and purchase of the Stripes Shares (the "Closing") shall take place remotely via the exchange of documents and signatures, or at such other location as may be agreed upon by the Corporation and Stripes, after the satisfaction or waiver of each of the conditions set forth in Section 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) concurrently with the closing of the Offering on February 5, 2016, or such other date as agreed to in writing by the parties. At the Closing, the Corporation shall issue and deliver to Stripes or its designated affiliate a certificate for shares of Common Stock, registered in the name of Stripes (or, in the event the Common Stock is issued in an uncertificated form, such other evidence of ownership), in the amount representing the number of Stripes Shares, as determined pursuant to Section 1, against payment by Stripes or its designated affiliate to the Corporation of the Purchase Amount in the form of a wire transfer of immediately available funds to a bank account designated by the Corporation.

Section 3. Representations and Warranties of the Corporation. The Corporation represents and warrants to Stripes as follows:

3.1. Organization. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own and lease its properties, to carry on its business as presently conducted and as proposed to be conducted by it and to carry out the transactions contemplated by this Agreement. The Corporation is duly qualified as a foreign corporation and is in good standing in all such jurisdictions in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any failure to be so qualified would not materially and adversely affect the financial condition, results of operations, assets, liabilities business or prospects of the Corporation.

3.2. Authorization of this Agreement. The execution, delivery and performance by the Corporation of this Agreement have been duly authorized by all requisite corporate action. The Corporation has duly authorized, executed and delivered this Agreement, and this Agreement constitutes the valid and binding obligation of the Corporation, enforceable in accordance with its terms (except as enforceability may be limited by (x) applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the enforcement of creditors' rights generally and (y) general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law)). The execution, delivery and performance of this Agreement, the issuance, sale and delivery of the Stripes Shares, and compliance with the provisions hereof by the Corporation do not and will not, with or without the passage of time or the giving of notice or both, violate, conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Corporation, the Articles of Incorporation of the Corporation, as amended, or the Bylaws of the Corporation, as amended (collectively, the "Organizational Documents"), or any provision of law, statute, rule or regulation or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body.

3.3. Authorization of the Stripes Shares. The issuance, sale and delivery hereunder by the Corporation of the Stripes Shares have been duly authorized by all requisite corporate action of the Corporation, and when so issued, sold and delivered the Stripes Shares will be validly issued free and clear of all liens and encumbrances and outstanding, fully paid and non-assessable, and not subject to preemptive or any other similar rights of the stockholders of the Corporation or others.

3.4. No Governmental Consent or Approval Required. No authorization, consent, approval or other order of, declaration to, or filing with, any governmental agency or body is required to be made or obtained by the Corporation for or in connection with the valid and lawful authorization, execution and delivery by the Corporation of this Agreement or for or in connection with the valid and lawful authorization, issuance, sale and delivery of the Stripes Shares, except exemptive filings under applicable securities laws, which are not required to be made until after the Closing and which shall be made on a timely basis.

3.5. SEC Reports; Disclosure. The Corporation has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the 12 months preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension, except where the failure to file on a timely basis would not have or reasonably be expected to result in a material adverse effect. As of their respective filing dates, or to the extent corrected by a subsequent amendment, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Final Prospectus Supplement, (A) at the time of filing of the Final Prospectus Supplement pursuant to Rule 424(b) and (B) on the date of Closing, will conform in all material respects to the requirements of the Securities Act and the rules and regulations thereunder and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. For purposes of this Agreement, "Final Prospectus Supplement" means the prospectus supplement of the Corporation filed pursuant to Rule 424 under the Securities Act that discloses the public offering price, other information included pursuant to Rule 430A and other final terms of the Offering.

3.6. Non-Contravention. The Corporation is not in violation or default in any material respect of any provision of the Organizational Documents, or of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Corporation, except for such violations or defaults of any federal or state statute, rule or regulation that could not reasonably be expected to result, either individually or in the aggregate, in a material adverse effect on the Corporation's financial condition, business or operations. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any such violation or constitute, with or without the passage of time and giving of notice, either (i) a default in any material respect of any such instrument, judgment, order, writ or decree or (ii) an event that results in the creation of any lien, charge or encumbrance upon any assets of the Corporation or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Corporation, in each case, which could reasonably be expected to result, either individually or in the aggregate, in a material adverse effect on the Corporation's financial condition, business or operations.

3.7. No Registration. Assuming the accuracy of the representations and warranties of Stripes in Section 4 herein, the issuance of Stripes Shares to Stripes is exempt from registration pursuant to Section 4(a)(2) of the Securities Act.

Section 4. Representations and Warranties of Stripes. Stripes represents and warrants to the Corporation as follows:

4.1. Purchase for Investment. Stripes is acquiring the Stripes Shares purchasable by it hereunder for its own account, for investment and not for, with a view to, or in connection with, any distribution or public offering thereof within the meaning of the Securities Act.

4.2. Unregistered Securities; Legend. Stripes understands that the Stripes Shares have not been, and will not be, registered under the Securities Act or any state securities law, by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act and such rules and regulations thereunder, that the Stripes Shares must be held indefinitely unless they are subsequently registered under the Securities Act and such state securities laws or a subsequent disposition thereof is exempt from registration, that the certificates for the Stripes Shares shall bear a legend as set forth in Section 12, and that appropriate stop transfer instructions may be issued. Stripes further understands that such exemption depends upon, among other things, the bona fide nature of Stripes' investment intent expressed herein.

4.3. Status of Investor. Stripes has not been formed for the specific purpose of acquiring the Stripes Shares pursuant to this Agreement. Stripes understands the term "accredited investor" as used in Regulation D promulgated under the Securities Act and represents and warrants to the Corporation that Stripes is an "accredited investor" for purposes of acquiring the Stripes Shares purchasable by it hereunder.

4.4. Knowledge and Experience; Economic Risk. Stripes has sufficient knowledge and experience in business and financial matters and with respect to investment in securities of privately held companies so as to enable it to analyze and evaluate the merits and risks of the investment contemplated hereby and is capable of protecting its interest in connection with this transaction. Stripes is able to bear the economic risk of such investment, including a complete loss of the investment.

4.5. Access to Information. Stripes acknowledges that it and its representatives have had the opportunity to ask questions and receive answers from officers and representatives of the Corporation concerning the Corporation and its business and the transactions contemplated by this Agreement and to obtain any additional information which the Corporation possesses or can acquire that is necessary to verify the accuracy of the information regarding the Corporation herein set forth or otherwise desired in connection with Stripes' purchase of the Stripes Shares purchasable by it hereunder.

4.6. Authorization of this Agreement. Stripes has duly authorized, executed and delivered this Agreement, and this Agreement constitutes the valid and binding obligation of Stripes, enforceable against Stripes in accordance with its terms (except as enforceability may be limited by (x) applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting the enforcement of creditors' rights generally and (y) general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law)).

Section 5. Covenants of the Corporation

5.1. Stockholder Agreement; Registration Rights. The Corporation and Stripes acknowledge and agree that the Stripes Shares shall be "Registrable Securities" for purposes of that certain Stockholders Agreement, dated as of August 5, 2013, as amended as of July 10, 2014, by and among the Corporation, Stripes and the other stockholders of the Corporation party thereto (the "Stockholder Agreement").

Section 6. Conditions Precedent to Closing by Stripes. The obligation of Stripes to purchase and pay for the Stripes Shares at the Closing is subject to satisfaction (or waiver by Stripes) of the following conditions precedent at or before the Closing:

6.1. Representations and Warranties Correct. Each of the representations and warranties of the Corporation contained in Section 3 shall be true and accurate in all material respects on and as of the Closing with the same force and effect as if they had been made at the Closing, except for (a) those representations and warranties that address matters only as of a particular date (which shall remain true and correct as of such particular date), with the same force and effect as if they had been made at the Closing, and (b) those representations and warranties which (i) are qualified as to materiality or (ii) provide that the Company's failure to comply with such representation or warranty would not result in a material adverse effect shall be true and accurate in all respects as of the Closing.

6.2. Closing of Offering. The Offering shall have closed and the underwriters shall have purchased the number of shares set forth on the cover of the Final Prospectus Supplement at the Offering Price (less any underwriting discounts or commissions) on or before February 12, 2016.

6.3. NASDAQ Listing. The Common Stock subject to the Offering shall have been approved for listing on the Nasdaq National Market, subject to official notice of issuance.

6.4. Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Stripes Shares pursuant to this Agreement shall be duly obtained and effective as of the Closing.

Section 7. Conditions Precedent to Closing by the Corporation. The obligation of the Corporation to issue and sell the Stripes Shares being sold to Stripes at the Closing is subject to satisfaction (or waiver by the Corporation) of the condition precedent at or before the Closing

that the representations and warranties made in Section 4 hereof by Stripes shall be true and correct in all material respects on and as of the Closing with the same force and effect as if they had been made at the Closing.

Section 8. Fees and Expenses. Each party to this Agreement shall bear all of its own fees and expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated hereby, including all fees of such party's legal counsel.

Section 9. Remedies. In case any one or more of the representations, warranties, covenants or agreements set forth in this Agreement shall have been breached by the Corporation, Stripes may proceed to protect and enforce its rights either by suit in equity or by action at law, including, but not limited to, an action for damages as a result of any such breach or an action for specific performance of any such covenant or agreement contained in this Agreement.

Section 10. Indemnification; Limitations on Liability. The Corporation shall indemnify, defend and hold Stripes harmless from and against all liabilities, losses, and damages, together with all reasonable costs and expenses related thereto (including, without limitation, reasonable legal and accounting fees and expenses), which would not have been incurred if (a) all of the representations and warranties of the Corporation in Section 3 of this Agreement had been true and correct when made and at the time of the Closing and (b) all of the covenants and agreements of the Corporation in this Agreement had been duly and timely complied with and performed; *provided*, however, that the aggregate liability of the Corporation to Stripes under this Section 10 shall not exceed the Purchase Amount.

Section 11. Survival of Representations, Warranties and Agreements. The covenants, representations and warranties of the parties contained herein shall survive the Closing. Each of the parties may rely on such covenants, representations and warranties irrespective of any investigation made, or notice or knowledge held by, it or any other person.

Section 12. Legend. It is understood that the certificates evidencing the Stripes shares may bear the following legend (or substantially similar legends):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO A STOCKHOLDER AGREEMENT DATED AS OF AUGUST 5, 2013, AMONG THE ISSUER OF SUCH SECURITIES AND

THE OTHER PARTIES NAMED THEREIN. THE TERMS OF SUCH STOCKHOLDER AGREEMENT INCLUDE, AMONG OTHER THINGS, RESTRICTIONS ON TRANSFER. A COPY OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF TURTLE BEACH CORPORATION.

Section 13. Entire Agreement; Effect on Prior Documents. This Agreement and the other documents referred to herein or delivered pursuant hereto contain the entire agreement among the parties with respect to the transactions contemplated hereby and supersede all prior negotiations, commitments, agreements and understandings among them with respect thereto.

Section 14. Notices. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication ("Notices") that is required, contemplated, or permitted under this Agreement or with respect to the subject matter hereof shall be in writing, which shall include email communication, and shall be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the day of transmission by facsimile, email communication or hand delivery if transmission or delivery occurs on a business day at or before 5:00 pm in the time zone of the recipient, or, if transmission or delivery occurs on a non-business day or after such time, the first business day thereafter, or the first business day after deposit with an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States mails, with proper first class postage prepaid, and shall be addressed to the party to be notified as follows:

(a) if to the Corporation, to:

Turtle Beach Corporation
12220 Scripts Summit Drive, Suite 100
San Diego, California 92131
Attn: Juergen Stark, Chief Executive Officer

(b) if to Stripes, to:

SG VTB Holdings, LLC
402 West 13th Street
New York, New York 10014
Attn: Kenneth A. Fox

with a copy to:

Dechert LLP
1900 K Street, N.W.
Washington, District of Columbia 20006
Attn: Tony Chan, Esq.
Fax: (202) 261-3333

Section 15. Amendments; Waivers. This Agreement may be amended, and compliance with the provisions of this Agreement may be omitted or waived, only by the written agreement of the Corporation and Stripes.

Section 16. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages. This Agreement may be executed and delivered by facsimile, or by email in portable document format (.pdf) and upon such delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

Section 17. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

Section 18. Nouns and Pronouns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa.

Section 19. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York without regard to its principles of conflicts of laws.

Section 20. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, each of the successors and assigns of the parties hereto and, except as otherwise expressly provided herein, each other person who shall become a registered holder named in a certificate evidencing Stripes Shares transferred to such holder by Stripes or its permitted transferees, and (except as aforesaid) its legal representatives, successors and assigns.

Section 21. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 22. Termination. This Agreement shall automatically terminate and be of no further effect if the Offering has not closed on or before February 12, 2016. The provisions of Sections 8, 13 through 15, and 17 through 21 shall survive any termination hereof pursuant to this Section 22.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Common Stock Purchase Agreement as of the day and year first written above.

TURTLE BEACH CORPORATION

By: /s/ Juergen Stark
Name: Juergen Stark
Title : Chief Executive Officer & President

SG VTB HOLDINGS, LLC

By: /s/ Kenneth Fox
Name: Kenneth Fox
Title: Managing Member

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement (No. 333-188389) on Form S-3 of Turtle Beach Corporation of our reports dated November 26, 2013, relating to our audits of the financial statements and internal control over financial reporting included in the Annual Report on Form 10-K of Parametric Sound Corporation for the year ended September 30, 2013. We also consent to the reference to our Firm as experts in accounting and auditing.

/s/ SQUAR MILNER LLP (formerly Squar, Milner, Peterson, Miranda & Williamson, LLP)

San Diego California
February 1, 2016

Exhibit 99.1

Turtle Beach Announces Common Stock Offering

SAN DIEGO, CA, February 1, 2016 – Turtle Beach Corporation (NASDAQ: HEAR), a leading audio technology company, announced today its intention to offer and sell shares of its common stock in an underwritten public offering (the Offering). The Offering is subject to market, regulatory and other conditions and there can be no assurance as to whether or when the Offering may be completed, or as to the actual size or terms of the Offering.

Insiders intend to purchase an aggregate of $3.15 million of common stock at the offering price in the Offering and in a separate, concurrent, side-by-side private placement. Closing of the private placement is conditioned on closing of the Offering and customary closing conditions.

Ronald Doornink, Turtle Beach's Chairman of the Board, and Juergen Stark, Turtle Beach's Chief Executive Officer, intend to purchase an aggregate of $650,000 of common stock at the public offering price.

Separately, in a concurrent, side-by-side private placement, the Company's largest stockholder, SG VTB Holdings, LLC (Stripes), has agreed to purchase up to $2.5 million of unregistered shares of the Company's common stock for a per share price equal to the price per share offered to the public in the Offering.

Turtle Beach will use all net proceeds from the Offering and concurrent private placement to pay down amounts outstanding under its working capital line of credit, which is consistent with Turtle Beach's past practice.

The securities intended to be sold in the Offering described above are being offered by the Company pursuant to a registration statement on Form S-3 which was filed with the Securities and Exchange Commission (SEC) and became effective on May 16, 2013. A preliminary prospectus supplement relating to the Offering will be filed with the SEC and will be available on its website at www.sec.gov.

Oppenheimer & Co. Inc. is acting as the sole book-running manager, and Lake Street Capital Markets is acting as co-manager for the Offering.

This press release does not constitute an offer to sell these securities or a solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. Copies of the preliminary prospectus supplement and accompanying prospectus may be obtained from Oppenheimer & Co. Inc., 85 Broad Street, 26th Floor, New York, NY 10004, Attn: Syndicate Prospectus Department, by calling (212) 667-8563, by email to EquityProspectus@opco.com or by accessing the SEC's website at www.sec.gov. In addition, because indications of interest are not binding agreements or commitments to purchase either Mr. Doornink or Mr. Stark may elect not to purchase shares in the Offering or the underwriters may elect not to sell shares to Mr. Doornink or Mr. Stark.

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About Turtle Beach

Turtle Beach Corporation (http://corp.turtlebeach.com) designs innovative, market-leading audio products for the consumer, healthcare and commercial sectors. Under its award-winning Turtle Beach brand (www.turtlebeach.com), the Company has been the clear market share leader for the past five-plus years with its wide selection of acclaimed gaming headsets for use with Xbox One and PlayStation®4, as well as personal computers and mobile/tablet devices. Under the *HyperSound* brand (www.hypersound.com), the Company markets pioneering directed audio solutions that have applications in hearing healthcare, digital signage and kiosks and consumer electronics. The Company's shares are traded on the NASDAQ Exchange under the symbol: HEAR.

Cautionary Note on Forward-Looking Statements

This press release includes forward-looking information and statements within the meaning of the federal securities laws. Except for historical information contained in this release, statements in this release, including those regarding the proposed public offering and the intended use of proceeds from the Offering and concurrent private placement, may constitute forward-looking statements regarding assumptions, projections, expectations, targets, intentions or beliefs about future events. Forward looking statements are based on management's statements containing the words "may", "could", "would", "should", "believe", "expect", "anticipate", "plan", "estimate", "target", "project", "intend" and similar expressions constitute forward-looking statements. Forward-looking statements involve known

and unknown risks and uncertainties, which could cause actual results to differ materially from those contained in any forward-looking statement. Forward-looking statements are based on management's current belief, as well as assumptions made by, and information currently available to, management.

While the Company believes that its expectations are based upon reasonable assumptions, there can be no assurances that its goals and strategy will be realized. Numerous factors, including risks and uncertainties, may affect actual results and may cause results to differ materially from those expressed in forward-looking statements made by the Company or on its behalf. Some of these factors include, but are not limited to, whether or not the Company will be able to raise capital through the sale of shares of common stock or close the Offering, the satisfaction of customary closing conditions, prevailing market conditions, the anticipated use of the proceeds of the offering which could change as a result of market conditions or for other reasons, the substantial uncertainties inherent in acceptance of existing and future products, the difficulty of commercializing and protecting new technology, the impact of competitive products and pricing, general business and economic conditions, risks associated with the expansion of our business including the implementation of any businesses we acquire, our indebtedness, and other factors discussed in our public filings, including the risk factors included in the Company's most recent Annual Report on Form 10-K and the Company's other periodic reports. Except as required by applicable law, including the securities laws of the United States and the rules and regulations of the Securities and Exchange Commission, the Company is under no obligation to publicly update or revise any forward-looking statement after the date of this release whether as a result of new information, future developments or otherwise.

For Media/PR Information, Contact:

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